

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 2 day of March A. D. 1908 between Nannie House
of Tulsa Oklahoma and Ellis House
his wife, and Benny Dick House
of St. Louis Mo., witnesseth, that

WHEREAS, the said Nannie House and Ellis House is justly indebted to the
 said Benny Dick House in the sum of Seven Hundred
Fifty Dollars, (\$ 750.00), which is evidenced by 2 certain promissory note of
 even date herewith, to-wit:

One note due Sept. 14th, 1908, for \$ 750.00; one note due _____, 190 _____

One note due _____, 190 _____, for \$ _____, for \$ _____, and one note due _____

190 _____, for \$ _____

NOW THEREFORE, the said Nannie House, and Ellis House
 _____, his wife, for the better securing the payment of the money aforesaid, with interest thereon according to
 the tenor and effect of said note above mentioned, do hereby grant, bargain, sell and convey unto the said Benny Dick House
 _____ heirs and assigns forever, the following described real estate, to-wit:

All of the East twenty five (25) feet of Lot 5 in Block
one hundred six (106) in the City of Tulsa, Oklahoma

with all the improvements thereon at the present time, or that hereafter may be placed thereon, together with all the privileges and appurtenances thereto
 belonging.

TO HAVE AND TO HOLD the above granted, bargained, and described premises unto the said Benny Dick House
 _____ his heirs and assigns and unto _____ his own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part 1 of the first part, covenant and agree with the said part 1
 of the second part, to keep the improvements on the said property at all times in a state of good repair and constantly insured for the benefit of the said
 part 1 of the second part, _____ his heirs and assigns, in one or more insurance companies satisfactory to the said part 1 of the second part, against fire,
 lightning or tornadoes. Should the part 1 of the first part make default in the performance of any of these stipulations, the said part 1 of the second
 part may immediately perform and discharge the same, and all accounts so expended by the said part 1 of the second part, heirs or assigns, in paying said
 taxes, insurance premiums, liens or special assessments or in protecting said title, or making said repairs, shall become a debt due in addition to the indebted-
 ness aforesaid, and secured in like manner by this mortgage, and shall bear interest from the time of the payment thereof at the rate of eight per cent
 per annum payable on demand.

And for the consideration aforesaid, and for divers other good and valuable considerations, I, Ellis House husband
 _____, wife of said Nannie House, do hereby release and quit-
 claim unto the said Benny Dick House _____ heirs and assigns, all my right, claim, or possibility of
 dower in and out of the afore described premises.

CONDITIONED, However, that if the said Nannie House and Ellis House their heirs, ex-
 ecutors, or administrators, shall well and truly pay or cause to be paid to the said Benny Dick House
 _____ executors, administrators, or assigns, the aforesaid sum _____ of money, with interest thereon, according to the tenor of said note _____, then this instrument
 shall be void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, we have hereunto set our hand and on this the day and year first above written.

Nannie House (L. S.)

Ellis House (L. S.)

UNITED STATES OF AMERICA.
 WESTERN DISTRICT
 INDIAN TERRITORY,

} ss: State of Oklahoma SS.
County of Tulsa

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the County of Tulsa
District of Indian Territory aforesaid, duly commissioned and acting Nannie House to me known as
 the mortgagor _____ in the foregoing instrument, and stated that _____ he _____ had executed the same for the consideration and purposes therein mentioned
 and set forth.

And on the same day voluntarily appeared before me, the said Ellis House husband
Ellis House to me well known, and in the absence of her said husband de-
 clared that she had, of her own free will, executed said deed and signed and sealed the relinquishment of dower and homestead in said mortgage for the
 consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary on this 21st day of March 1908

My commission expires Jan 22 1902

[SEAL]

J. J. Harnage
 Notary Public.

Filed for Record Mar 21 1908 at 2:20 o'clock P. M.

(Seal)

H. C. Walkey
 Deputy Clerk & Ex-Officio Recorder.