

## MORTGAGE OF REAL PROPERTY

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THIS INDENTURE, Made this 11th day of January, A. D. 1908, between

Mr. Walter Fagg of Tulsa, Okla. and  
J. P. Fagg his husband, his wife, and Geo. Wallack  
of \_\_\_\_\_, witnesseth, that

WHEREAS, the said Mr. Walter Fagg is justly indebted to the  
said Geo. Wallack in the sum of  
five hundred Dollars, (\$ 500.00), which is evidenced by one certain promissory note of  
even date herewith, to-wit:

One note due Apr 11, 1908, for \$ 500.00, one note due \_\_\_\_\_, 1908

One note due \_\_\_\_\_, 1908, for \$ \_\_\_\_\_, for \$ \_\_\_\_\_, and one note due \_\_\_\_\_

1908, for \$ \_\_\_\_\_

NOW THEREFORE, the said Mr. Walter Fagg, and

J. P. Fagg his husband, 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 Geo. Wallack  
his heirs and assigns forever, the following described real estate, to-wit:

All of Lot one (1) in Block two (2) in Block  
addition to Tulsa Okla., according to the  
recorded plat thereof.

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 \_\_\_\_\_

Geo. Wallack his heirs and assigns and unto their own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part 1st of the first part, covenant and agree with the said part 2d  
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 2d of the second part, his heirs and assigns, in one or more insurance companies satisfactory to the said part 2d of the second part, against fire,  
lightning or tornadoes. Should the part 1st of the first part make default in the performance of any of these stipulations, the said part 2d of the second  
part may immediately perform and discharge the same, and all accounts so expended by the said part 2d 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 indebt-  
edness 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, J. P. Fagg  
husband, wife of said Mr. Walter Fagg, do hereby release and quit-  
claim unto the said Geo. Wallack his 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 Mr. Walter Fagg his heirs, ex-

ecutors, or administrators, shall well and truly pay or cause to be paid to the said Geo. Wallack  
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 hands on this the day and year first above written.

Witness J. B. Woodberry Mr. Walter Fagg (L. S.)  
J. P. Fagg (L. S.)

UNITED STATES OF AMERICA. } SS.

WESTERN DISTRICT  
Tulsa, Okla. INDIAN TERRITORY,  
Okla. State.

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the State of Oklahoma  
District of Indian Territory aforesaid, duly commissioned and acting Mr. Walter Fagg to me known as

the mortgagor in the foregoing instrument, and stated that she 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 J. P. Fagg

husband, wife of said Mr. Walter Fagg 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 11 on this June day of \_\_\_\_\_ 1908

My commission expires Dec 14 1908

[SEAL]

H. A. Egan  
Notary Public.

Filed for Record Mar. 24 1908 at 2:10 o'clock P. M.

(Seal)

H. B. Wallack  
Deputy Clerk & Recorder.