

Void

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 11th day of July A. D. 1907, between Jemima Kinney of Owasso, I. T. his wife, and Farmers National Bank, Tulsa, I. T. witnesseth, that

WHEREAS, the said Jemima Kinney is justly indebted to the said Farmers National Bank of Tulsa in the sum of Three hundred Dollars, (\$ 300 00), which is evidenced by her certain promissory note of even date herewith, to-wit:

One note due dated 7/11, 1907, for \$ 300 00; said one note due Aug 11th, 1907

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

NOW THEREFORE, the said Jemima Kinney, and , 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 Farmers National Bank heirs and assigns forever, the following described real estate, to-wit:

Lots (3) three and (4) four, Block (18) Eighteen in town of Owasso, I. T. the said lots have erected thereon the two story Hotel & other out buildings.

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 Farmers National Bank heirs and assigns and unto its 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 2 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, its 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 2 of the second part may immediately perform and discharge the same, and all accounts so expended by the said part 2 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 indebtedness 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, Jemima Kinney, wife of said , do hereby release and quitclaim unto the said 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 Jemima Kinney heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Farmers National Bank 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, I have hereunto set my hand on this the day and year first above written.

Jemima Kinney (L. S.)
 (L. S.)

UNITED STATES OF AMERICA, }
WESTERN DISTRICT } SS.
INDIAN TERRITORY, }

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the District of Indian Territory aforesaid, duly commissioned and acting Jemima Kinney 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 wife of said to me well known, and in the absence of her said husband declared 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 Officer on this 11th day of July 1907

My commission expires June 18 1910

Scrawl [SEAL] Tulsa, I. T.

G. P. Mann
Notary Public.

Filed for Record 190 at o'clock M.

Deputy Clerk & Ex-Officio Recorder.