

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 18th day of March A. D. 1908, between

Fidel A. Burg single of Tulsa, Oklahoma and

his wife, and W. T. Moloney

of Ottawa, Illinois, witnesseth, that

WHEREAS, the said Fidel A. Burg is justly indebted to the

said W. T. Moloney in the sum of

thirty five hundred Dollars, (\$ 3500.00), which is evidenced by two certain promissory notes of

date herewith, to-wit: Each note bears date October 19th 1907

One note due Oct. 19th, 1908, for \$ 1500; one note due Oct. 19th 1912 for \$ 2000.

One note due Oct. 19th, 1908, for \$ 1500, for \$ 1500, and one note due

1908, for \$ 1500

NOW THEREFORE, the said Fidel A. Burg, 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

W. T. Moloney, his heirs and assigns forever, the following described real estate, to-wit:

all that part of Lot numbered five (5) in block numbered one hundred and fifty (150) of the original town of Tulsa, described as follows: Begin at the southeasterly corner of Lot five, thence northeasterly one hundred and forty (140) feet to the alley; thence northeasterly fifty (50) feet along said alley line, thence southeasterly one hundred and forty (140) feet to Lot line four and five, thence southeasterly fifty (50) feet to place of beginning. All in the City of Tulsa formerly within District, Indian Territory now part of Oklahoma, Tulsa County. This mortgage is made to secure and in connection of a Mortgage dated October 19th 1907 and recorded in book 29 page 498. Tulsa County clerk records to become same note therein described, 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

W. T. Moloney, 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 4 of the first part, covenant and agree with the said part 4 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 4 of the second part, his heirs and assigns, in one or more insurance companies satisfactory to the said part 4 of the second part, against fire, lightning or tornadoes. Should the part 4 of the first part make default in the performance of any of these stipulations, the said part 4 of the second part may immediately perform and discharge the same, and all accounts so expended by the said part 4 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,

Fidel A. Burg, wife of said Fidel A. Burg, do hereby release and quit claim unto the said W. T. Moloney, 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 Fidel A. Burg, her heirs, ex-

ecutors, or administrators, shall well and truly pay or cause to be paid to the said W. T. Moloney, his heirs, 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.

Fidel A. Burg (L. S.)

(L. S.)

State of Oklahoma
UNITED STATES OF AMERICA
WESTERN DISTRICT
INDIAN TERRITORY
County of Tulsa } ss.

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 Fidel A. Burg 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 Fidel A. Burg 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 Notary Public on this 21st day of March 1908

My commission expires May 20, 1911

[SEAL]

W. O. McCluskey
Notary Public.

Filed for Record Apr. 2 1908 at 2²⁰ o'clock P. M.

(Seal)

H. E. Miller, Jr.
Deputy Clerk & Ex. Officer Recorder.