

## MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 18th day of April, A. D. 1908, between Alex. Berublos of \_\_\_\_\_ and \_\_\_\_\_

his wife, and Chas. Haley and Geo. W. Adams of Tulsa, Okla., witnesseth, that

WHEREAS, the said Alex. Berublos is justly indebted to the said Chas. Haley and Geo. W. Adams in the sum of five thousand five hundred Dollars, (\$ 5500.00), which is evidenced by two certain promissory notes of even date herewith, to-wit:

One note due Apr. 13, 1907, for \$ 1000.00; one note due Apr. 13, 1908, for \$ 4500.00

One note due Apr. 13, 1907, for \$ 1000.00, for \$ \_\_\_\_\_, and one note due Apr. 13, 1912, for \$ 1500.00

NOW THEREFORE, the said Alex. Berublos, 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 Chas. Haley & Geo. W. Adams, their heirs and assigns forever, the following described real estate, to-wit:

The north 20 1/2 ft. of Lot 23 and the south 1 1/2 ft. of Lot 24 in Block 89, Tulsa Oklahoma  
Subject to a mortgage of \$5000.00 in favor of Union Trust Company, which said first mortgage became due, it is agreed that the \$2000.00 still due thereon will be made secured to another mortgage for a similar amount, providing mortgagor so desires.

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 Chas. Haley and Geo. W. Adams their heirs and assigns unto their 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, their 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, \_\_\_\_\_, wife of said \_\_\_\_\_, do hereby release and quit-claim 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 Alex. Berublos his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Chas. Haley and Geo. W. Adams executors, administrators, or assigns, the aforesaid sum \_\_\_\_\_ of money, with interest thereon, according to the tenor of said notes, then this instrument shall be void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, I \_\_\_\_\_ have hereunto set \_\_\_\_\_ hand \_\_\_\_\_ on this the day and year first above written.

Alex. Berublos (L. S.)

\_\_\_\_\_, (L. S.)

UNITED STATES OF AMERICA,  
 WESTERN DISTRICT  
 INDIAN TERRITORY,

SS.

State of Oklahoma  
Tulsa County,

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the said County and State District of Indian Territory aforesaid, duly commissioned and acting Alex. Berublos 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 as his free and voluntary act and deed.

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 Notary Public on this 13 day of April, 1908

My commission expires June 29, 1909

[SEAL]

Perceval C. Magee  
 Notary Public.

Filed for Record Apr. 30 1908 at 11:00 o'clock a.m.

(Seal)

A. C. M. Kelly, Jr.  
 Deputy Clerk & Ex. Officer Recorder

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Chas. Haley and Geo. W. Adams  
June 13 - 1908  
A. C. M. Kelly  
 Register of Deeds.