

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 15th day of January, A. D. 1907, between Frank Tutrell
his wife Alice Tutrell and John Madison and his wife
Edith Madison of Tulsa County Oklahoma witnesses that
 his wife, and

of _____, witnesseth that
 WHEREAS, the said Frank Alice Tutrell and John & Edith Madison are
 justly indebted to the
 said C. C. Delahunt of Tulsa County Oklahoma in the sum of Seven
Hundred Dollars, (\$ 700.00), which is evidenced by a certain promissory note of

even date herewith, to-wit:
 One note due July 15th, 1906, for \$ 700.00 bearing 8% interest from date
 until paid or not paid when due to pay all costs necessary for
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 One note due July 15th, 1906, for \$ 700.00 bearing 8% interest from date
 until paid or not paid when due to pay all costs necessary for

NOW THEREFORE, the said Frank and Alice Tutrell and John & Edith Madison
 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 C. C. Delahunt

and his heirs and assigns forever, the following described real estate, to-wit:
Lot eight (8) in Block eleven (11) in the Owen addition
to the City of Tulsa in the County of Tulsa State of
Oklahoma as shown by a plat of said addition duly
filed and recorded.

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 C. C. Delahunt and
 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 1st
 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 1st of the second part, his heirs and assigns, in one or more insurance companies satisfactory to the said part 1st 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 1st of the second
 part may immediately perform and discharge the same, and all accounts so expended by the said part 1st 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, the said
Frank and Alice Tutrell and John & Edith Madison, wife of said Tutrell and Madison, do hereby release and quit-
 claim unto the said C. C. Delahunt and 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 Frank and Alice Tutrell and John & Edith Madison
 heirs, ex-
 ecutors, or administrators, shall well and truly pay or cause to be paid to the said C. C. Delahunt
 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.

John Madison (L. S.)
Edith Madison
Frank Tutrell (L. S.)
Alice Tutrell

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

BE IT REMEMBERED, That on this day came before me, the undersigned, a _____ within and for the _____
 District of Indian Territory aforesaid, duly commissioned and acting _____ 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 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 _____ on this _____ day of _____ 190 _____

My commission expires _____ 190 _____

[SEAL]

Notary Public.

Filed for Record 16 Jan 1907 at 11⁵⁵ o'clock a M.

H. C. Walkey
 Deputy Clerk & Ex-Officio Recorder
Reg. of Deeds

State of Oklahoma ss: Before me John R. Ramsey, a Notary Public in and for said County and State on
 this 16 day of January 1907 personally appeared John Madison and his wife Edith Madison and
 Frank Tutrell and his wife Alice Tutrell who being duly sworn depose and say that they are
 the owners of the premises herein described and that they executed the foregoing instrument and
 acknowledged the same to me and they executed the same at their free and voluntary will
 and deed for the same and they executed the same on the 15th day of January 1907
 and my commission expires Nov. 12-1910
 John R. Ramsey
 Notary Public
 Tulsa County
 Oklahoma