

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 1 day of October A. D. 1908, between H.M. Price of Tulsa, Okla and Victoria L. Price his wife, and Jane Appleby of Tulsa, Okla, witnesseth, that

WHEREAS, the said H.M. Price & Victoria L. Price is justly indebted to the said Jane Appleby in the sum of One thousand Dollars, (\$ 1000.00), which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due Oct. 1, 1907, for \$ 1000.00; one note due 190, 1908, for \$ 1000.00, for \$ 1000.00, and one note due 190, for \$ 1000.00.

NOW THEREFORE, the said H.M. Price, and Victoria L. Price, 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 Jane Appleby, heirs and assigns forever, the following described real estate, to-wit:

The south twenty feet of lot five in Block one Homer addition to Tulsa Okla and a parcel of land beginning at the southwest corner of lot five Block one Homer addition to Tulsa Okla running thirty feet south thence one hundred twenty feet east, thence thirty feet north to the southeast corner of lot five Block one Homer add to Tulsa Okla; thence west one hundred twenty feet along the line of lot five Homer addition to Tulsa Okla to the place of beginning

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 Jane Appleby heirs and assigns unto her own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said Jane Appleby of the first part, covenant and agree with the said part 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 of the second part, heirs and assigns, in one or more insurance companies satisfactory to the said part of the second part, against fire, lightning or tornadoes. Should the part of the first part make default in the performance of any of these stipulations, the said part of the second part may immediately perform and discharge the same, and all accounts so expended by the said part 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, Victoria L. Price, wife of said H.M. Price, do hereby release and quitclaim unto the said Jane Appleby 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 H.M. Price heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Jane Appleby 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 on this the day and year first above written.

H.M. Price (L. S.)
Victoria L. Price (L. S.)

UNITED STATES OF AMERICA.
WESTERN DISTRICT
INDIAN TERRITORY
Tulsa Co. Okla } ss.

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the County of Tulsa, District of Indian Territory aforesaid, duly commissioned and acting H.M. Price & Victoria L. Price to me known as

the mortgagor H.M. Price 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 Victoria L. Price wife of said H.M. Price 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 25 day of January 1909

My commission expires June 11 1909
[SEAL]

Samuel P. M. [Signature]
Notary Public.

Filed for Record Jan 25 1909 at 4 o'clock P. M.

H. B. Mackley Reg. of Deeds
Deputy Clerk & Ex-Officio Recorder