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9-27-55

COMPARED

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MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 11th day of Feb A. D. 1907, between Albert A. Brodie of Shiatook Okla and Ala M. Brodie his wife, and The Shiatook Bank of Shiatook Okla, witnesseth, that

WHEREAS, the said Albert A. Brodie is justly indebted to the said Shiatook Bank in the sum of Three hundred nine Dollars, (\$ 309), which is evidenced by one certain promissory note of even date herewith, to-wit:
One note due May 2nd 1907, for \$ 309; one note due , 190
One note due , 190 , for \$, for \$, and one note due , 190 , for \$

NOW THEREFORE, the said Albert A. Brodie, Ala M. Brodie, 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 The Shiatook Bank

heirs and assigns forever, the following described real estate, to-wit:
Commencing at a point sixty six feet east of the southwest corner of the northwest quarter of the northeast quarter of Sec 26 in township 22 north range 12 east of Indian base and Meridian, Tulsa County Oklahoma, according to the United States Survey thereof, extending 66 feet south then 66 feet east, then 66 feet north then 66 feet west to the place of beginning and containing one acre more or less.

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 The Shiatook Bank heirs and assigns unto its own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part 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, its 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, Ala M. Brodie, wife of said Albert A. Brodie, do hereby release and quit-claim unto the said The Shiatook Bank its 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 Albert A. Brodie his heirs, ex-
ecutors, or administrators, shall well and truly pay or cause to be paid to the said The Shiatook Bank its 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, me have hereunto set my hand on this the day and year first above written.

Albert A. Brodie (L. S.)
Ala M. Brodie (L. S.)

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

BE IT REMEMBERED, That on this day came before me, the undersigned, a Justice of the Peace within and for the town of Shiatook Oklahoma District of Indian Territory aforesaid, duly commissioned and acting Albert A. Brodie 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 Ala M. Brodie wife of said Albert A. Brodie 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 Justice of the Peace on this 11th day of Feb 1907

My commission expires 190
[SEAL]

A. E. Townsend
Notary Public
for town of Shiatook, Okla
W. H. Wadley Reg. of Deeds
Deputy Clerk of the District Court

Filed for Record Feb 16 1907 at 4:35 o'clock P. M.