

## MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this First day of May A. D. 1909, between Jacob R. Phillips

Mattie A. Phillips of Skiatook Okla and Mattie A. Phillips his wife, and Ym. Ellison

of Skiatook Okla, witnesseth, that

WHEREAS, the said Jacob R. Phillips is justly indebted to the said Ym. Ellison in the sum of Eight Hundred Dollars, (\$ 800.00), which is evidenced by One certain promissory note of even date herewith, to-wit:

One note due May 1, 1910, for \$ 800.00; one note due May 1, 1910

One note due May 1, 1910, for \$ 800.00, for \$ 800.00, and one note due May 1, 1910

1909, for \$ 800.00

NOW THEREFORE, the said Jacob R. Phillips, and Mattie A. Phillips, 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 Ym. Ellison his heirs and assigns forever, the following described real estate, to-wit:

Lots 10, 11, 12 in Block 36 Skiatook Okla with house and furnishings on the same

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 Ym. Ellison 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 Y of the first part, covenant and agree with the said part Y 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 Y of the second part, his heirs and assigns, in one or more insurance companies satisfactory to the said part Y of the second part, against fire, lightning or tornadoes. Should the part Y of the first part make default in the performance of any of these stipulations, the said part Y of the second part may immediately perform and discharge the same, and all accounts so expended by the said part Y 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, Mattie A. Phillips, wife of said Jacob R. Phillips, do hereby release and quit-claim unto the said Ym. Ellison his 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 Jacob R. Phillips his heirs, ex-ecutors, or administrators, shall well and truly pay or cause to be paid to the said Ym. Ellison his ex-ecutors, 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 our hand S on this the day and year first above written.

Jacob R. Phillips (L. S.)  
Mattie A. Phillips (L. S.)

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

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the Tulsa Co. Oklahoma District of Indian Territory aforesaid, duly commissioned and acting Jacob R. Phillips 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 Mattie A. Phillips wife of said J. R. Phillips 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 on this 1st day of May 1909

My commission expires July 7/8/1910 1909

[SEAL]

A. B. Laffoon  
Notary Public.

Filed for Record May 5 1909 at 4:45 o'clock P. M.

seal H. H. Mackey  
Deputy Clerk & Ex-Officio Recorder.