

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this fourth day of May, A. D. 1909, between William J. Fields of Collinsville, Okla and Lizzie Fields his wife, and Oklahoma Banking Company of Skiatook, witnesseth, that

WHEREAS, the said William J. Fields is justly indebted to the said Oklahoma Banking Co. in the sum of Two Hundred Ten Dollars, (\$ 210.00), which is evidenced by One certain promissory note of even date herewith, to-wit:

One note due Aug 4, 1909, for \$ 210.00; one note due _____, 190____

One note due _____, 190____, for \$ _____, for \$ _____, and one note due _____

190____, for \$ _____

NOW THEREFORE, the said William J. Fields, and Lizzie Fields, 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 Oklahoma Banking Co., its heirs and assigns forever, the following described real estate, to-wit:

The north east one fourth (NE 1/4) of the north east one fourth (NE 1/4) of Section twenty-two (22) Township twenty-two (22) Range thirteen (R 13) east of the Id m and containing forty acres more or less according to the government survey. Thereof

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 Oklahoma Banking Co. its heirs and assigns and 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, Lizzie Fields, wife of said William J. Fields, do hereby release and quitclaim unto the said Oklahoma Banking Co. 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 William J. Fields his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Oklahoma Banking Co. 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, I have hereunto set my hand on this the day and year first above written.

William J. Fields (L. S.)

Lizzie Fields (L. S.)

UNITED STATES OF AMERICA.
WESTERN DISTRICT
INDIAN TERRITORY,

State of Oklahoma } ss
County of Tulsa }

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the County of Tulsa, State of Oklahoma District of Indian Territory aforesaid, duly commissioned and acting William J. Fields 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 Lizzie Fields wife of said William J. Fields 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 7th day of May, 1909

My commission expires Oct 12, 1910

[SEAL]

George M. Jamison
Notary Public.

Filed for Record June 11, 1909 at 9 o'clock A.M.

H. H. K. Key Deputy Clerk & Recorder