

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this fourth day of October, A. D. 1909, between W. J. Daniels of Shiatook, Okla and Bertha E. Daniels his wife, and S. L. Cooper of Shiatook, Okla, witnesseth, that

WHEREAS, the said W. J. Daniels is justly indebted to the said S. L. Cooper in the sum of Two Hundred Fifty Dollars, (\$ 250.00), which is evidenced by certain promissory note of even date herewith, to-wit:

One note due Feb 4th, 1909, for \$ 250.00; one note due _____, 190____

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

NOW THEREFORE, the said W. J. Daniels and Bertha E. Daniels, 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 S. L. Cooper, his heirs and assigns forever, the following described real estate, to-wit:

all lots from one to seven inclusive, in block eight, in the town of Shiatook, Tulsa County, Okla according to the recorded plat thereof, also all buildings and improvements on the above described lots,

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 S. L. Cooper 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 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, his 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, Bertha E. Daniels, wife of said W. J. Daniels, do hereby release and quitclaim unto the said S. L. Cooper 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 W. J. Daniels his executors, or administrators, shall well and truly pay or cause to be paid to the said S. L. Cooper his executors, 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 hands on this the day and year first above written.

W. J. Daniels (L. S.)
Bertha E. Daniels (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 Shiatook Twp Tulsa County Okla District of Indian Territory aforesaid, duly commissioned and acting W. J. Daniels 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 Bertha E. Daniels wife of said W. J. Daniels 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 4th day of October, 1909

My commission expires 190

[SEAL]

J. M. Stinger
Justice of the Peace Notary Public

Filed for Record Oct 11 1909 at 8 o'clock a. M.

(Seal)

H. B. Walker, Reg. of Deeds
Deputy Clerk & Ex. Officer Recorder