

UN-RECORDED

NO. 1325.

P. D. M.
P. L.
C. L.
C. D.
C. H.

Henry Hatch & Wife,

to

W. M. Harner,

Mortgage of Real Property.

This Indenture, made this second day of November 1906 between Henry Hatch and Lizzie Hatch, his wife, and W. M. Harner, Witnesseth:

Whereas, the said Henry Hatch and Lizzie Hatch are justly indebted to the said W. M. Harner in the sum of One Thousand (\$1000) Dollars which is evidenced by one certain promissory note of even date herewith, to wit:

One Note due November 2nd 1907 for \$1000.00. Now, therefore, the said Henry Hatch and Lizzie Hatch, 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 W. M. Harner, his heirs and assigns forever, the following described Real Estate, to wit: Lots numbered two and thirteen in Block Numbered Thirteen of North Tulsa, according to the official plat thereof, with all the improvements thereon or that may hereafter be placed thereon, together with all privileges and appurtenances thereto belonging.

To Have and to Hold the above granted, bargained and described premises unto the said W. M. Harner, his heirs and assigns unto their own proper use, benefit and behoof, forever.

And Whereas, for the further security of said indebtedness the said party of the first part, covenant and agree with the said party of the second part to keep all improvements thereon in a good state of repair and constantly insured for the benefit of said second party in one or more insurance companies satisfactory to the said party of the second part against fire, lightning and tornadoes. Should the parties of the first part make default in performance of any of these stipulations the party of the second part may immediately make performance of the same and all amounts so expended in paying said taxes, insurance, time or special assessments or in protecting said title shall become a debt in addition to the indebtedness aforesaid and secured in like manner by this mortgage, and shall bear interest from the time of payment thereof at the rate of eight percent per annum payable on demand.

And for the consideration aforesaid, and for diverse other good and valuable considerations, Lizzie Hatch, wife of the said Henry Hatch do hereby release and quit-claim unto the said W. M. Harner, his heirs and assigns, all my right, claim or possibility of dower and homestead in and out of the afore described premises.

Conditioned, However, that if the said Henry Hatch and Lizzie Hatch, their heirs, executors or administrators shall well and truly pay on or cause to be paid to the said W. M. Harner, his heirs, 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 hands and seals on this, the day and year first above written.

Henry Hatch (L.S.) Lizzie Hatch (L.S.)

Acknowledgment. Western District of Indian Territory) ss, Best Reminded that on this day came before me the undersigned a Notary Public within and for the Western District of Indian Territory duly commissioned and acting Henry Hatch to me known to be 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 Hatch wife of the said Henry Hatch to me well known and in the absence of her husband declared that she had of her own free will executed said deed and made the relinquishment of her 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 this second day of November 1906.

(Seal) Western District, S. I.

My Comm. Expires April 11th 1909.

J. M. Rodloff

Notary Public.

Filed for Record Nov 2 1906 at 11:55 a.m.
City Clerk and Ex-Officio Recorder.