

COMPARED

N.C. 1825.

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

W. E. Rohde, John W. Smith & Wives.

So

Mortgage

Mary Butler

This Indenture, made this 14th day of September, A.D. 1906, between Mary Butler of Antrim, N.H., and W. E. Rohde his wife and John W. Smith and his wife of Indian Territory, witnesses that

Whereas, the said W. E. Rohde and John W. Smith is justly indebted to the said Mary Butler, of Antrim, N.H., in the sum of One thousand dollars, \$1000 - which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due Sept 20th, 1906 for \$1000⁰⁰.

Now, therefore, the said W. E. Rohde & Mary E. Rohde his wife, and John W. Smith & Lucy A. Smith, his wife, for the better ensuring 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 Mary Butler, Her heirs and assigns forever, the following described real estate, to-wit: The West seventy of the North seventy five feet of Lot Eight (8) in Block numbered One hundred and Eight (108) according to the official recorded plat of the City of Tulsa, Indian Territory, allowing for the Variation of the boundary line from the true meridian, with all of the incumbrances thereon at the present time, or that may hereafter be placed thereon, together with all of the privileges and appurtenances thereto belonging.

So Have and So Hold the above granted, bargained, and described premises unto the said Mary Butler, heirs and assigns and unto Her more proper use, benefit and behoof forever.

And Whereas, for the further security of said indebtedness, the said parties of the first part, covenant and agree with the said party of the second part to keep the improvements on the said property at all times in a state of good repair and their heirs and assigns in one or more insurance companies acting to the said party of the second part constantly insured for the benefit of the said party of the second part against fire, lightning and tornadoes, should the party of the first part make default in the performance of any of these stipulations, the said party of the second part may immediately perform and discharge the same, and all amounts so expended by said party of the second part, Her 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, Mary E. Rohde, wife of said W. E. Rohde and I, Lucy A. Smith wife of John W. Smith, do hereby release and quit-claim unto the said Mary Butler, heirs and assigns, all my right, claim, or possibility of dower in and out of the fore described premises.

Conditioned, However, that if the said W. E. Rohde or John W. Smith their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Mary Butler, 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 on this the day and year first above written.

(Witness)

Thomas Shumwood

(Witness)

Nettie A. Shumwood,

W. E. Rohde (L.S.)

Mary E. Rohde (L.S.)

John W. Smith (L.S.)

Lucy A. Smith (L.S.)

United States of America, Indian Territory, Western District, ss. Be It Remembered, that on this day came before me the undersigned, a Notary public within and for the Western District of Indian Territory aforesaid, duly commissioned