

PREPARED

No. 1403



S. N. Smith and J. Y. Brand and Wives

Do

J. S. Price

Mortgage of Real Property

This instrument made this 11th day of November 1906, between S. N. Smith and Bessie Smith, his wife, J. Y. Brand and Lora Brand, his wife, Parties of the First Part, and J. S. Price, Party of Second Part.

Witnesseth: Whereas, the said S. N. Smith and J. Y. Brand are justly indebted to the said J. S. Price in the sum of two thousand two hundred forty-nine and twenty-five cents (\$2249.25) which is evidenced by one certain promissory note of even date herewith, to wit: One note due November 21st 1907 for \$2249.25

Now therefore, the said S. N. Smith and Bessie Smith, his wife, and J. Y. Brand and Lora Brand, 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 J. S. Price, his heirs and assigns forever, the following real estate, to wit:

Des. An undivided one-eighth interest in the Riverside Heights Addition to Tulsa, D.S. according to the official plat thereof, same being the North West quarter of the South West quarter of section twelve, Township nineteen North, Range twelve East, with all of the improvements thereon at the present time, or that may hereafter 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 J. S. Price, his heirs and assigns forever — and, 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 the improvements on the said property at all times in a good state of repair, and to protect the premises from liens, taxes etc.

And for the consideration of said and for divers other good and valuable considerations, Bessie Smith wife of S. N. Smith, and Lora Brand wife of J. Y. Brand, do hereby release and quitclaim unto the said J. S. Price, his heirs and assigns, all my rights, claims or feasibility of law in and out of the aforesaid premises.

And it is further covenanted, that if the said S. N. Smith and J. Y. Brand, their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. S. Price, his 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 11th day of November, 1906.

S. N. Smith (L.S.)

J. Y. Brand (L.S.)

Bessie Smith (L.S.)

Lora Brand (L.S.)

Acknowledgment. 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 the Indian Territory, duly commissioned and acting, S. N. Smith and J. Y. Brand to me known as the mortgagors in the foregoing instrument and acknowledged that they 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 Bessie Smith, wife of the said S. N. Smith, and the said Lora Brand, wife of the said J. Y. Brand, on oath to me with known and in the presence of her said husband each declared that she had of her own free will executed said deed and signed and sealed the foregoing instrument of release and quitclaim in said mortgage for the consideration and purposes therein mentioned and set forth, without any fraud or undue influence of her said husband.

Witness my hand and seal as such Notary Public on this 11th day of November 1906.

(Seal) Western District, D. T.

K. M. Rodolf

My commission expires April 11th, 1909.

Notary Public.

Filed for Record Nov. 7, 1906, at 2:25 P.M.

Otto Lortie

Deputy Clerk & Ex-Officio Recorder.