

P. D. M.
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Mark E. Carr,

To

A. R. Lewis.

Mortgage of Real Property.

This indenture, made this 10th day of November A.D. 1906 between Mark E. Carr, and — his wife, of Tulsa, Indian Territory, Western District, parties of the first part, and A. R. Lewis, of Tulsa, Indian Territory, party of the second part.

Witnesseth, that the said Mark E. Carr is justly indebted to the said A. R. Lewis in the sum of Nine Hundred Dollars (\$900.00), as are evidenced by 9 certain promissory notes of even date herewith, described as follows to-wit: One note for \$100, due April 10th, 1907; one note for \$100, due September 10th, 1907; one note for \$100, due February 10th, 1908; one note for \$100, due July 10th, 1908; one note for \$100, due December 10th, 1908; one note for \$100, due May 10th, 1909; one note for \$100, due October 10th, 1909; one note for \$100, due March 10th, 1910; one note for \$100, due August 10th, 1910; all of which said notes bear interest at the rate of eight (8) percent per annum, from date thereof. And it is agreed and provided that said party of the first part may pay any amount on any one of said notes in any month; provided the amount so paid be not less than \$20, which said payment shall be credited on said note or notes, and the interest on the amount so paid, shall cease from the day of such payment.

Now, therefore, the said Mark E. Carr and —, his wife, in order to secure the payment of the said notes above described, and each of them, together with any and all sums of money that may become due according to the tenor of said notes or the stipulations of this instrument, do hereby grant, bargain, sell, and convey unto the said A. R. Lewis, his heirs, representatives and assigns, forever, the following described real property, lying and situated in the Cherokee Nation, Western District, Indian Territory, to-wit: The South ten feet (10 ft.) of lot no. fourteen (14), and the North thirty (30) feet of lot no. thirteen (13) in Block no. One (1), in Subdiv. Addition to the city of Tulsa. Together with all appurtenances thereto belonging or pertaining or that may hereafter belong or pertain.

To Have and To Hold the same unto the said A. R. Lewis, his heirs and assigns, unto his own proper use and benefit forever.

And Whereas, for the further security of said indebtedness, the said party of the first part hereby covenant and agree with the said party of the second part, to keep the said premises in good repair and insured in some insurance company or companies satisfactory to said party of the second part, against fire, lightning and tornado, during the life of this lien hereby created. And should party of the first part make default in the performance of any of the above mentioned stipulations and conditions or in the payment of any taxes, liens, assessments, premiums, insurance, or in protecting the title to said premises, or in making repairs necessary to keep the said premises in good condition, then the said second party, his heirs, representatives and assigns, may immediately perform the same, and any and all sums of money so expended shall become debt due from said parties of the first part, in addition to the indebtedness aforesaid, and shall be 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.

Provided, however, that if the said party of the first part, his heirs, representatives and assigns, shall well and truly cause to be paid to the said party of the second part, his heirs and assigns, the sum of money, with interest thereon, as provided according to the tenor of said notes and this instrument, then this instrument shall be void, otherwise in full force and effect.

In Testimony Whereof, I have hereunto set my hands, the day and year first above mentioned.

Mark E. Carr. (L.S.)

United States of America, Western District, Indian Territory, 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, of said duly commissioned and acting Mark E. Carr, to me known as the mortgagor in the foregoing instrument, and related that he had executed the same for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such — on this 10th day of November 1906.

(Seal) Western District, Ind. Terr.

My commission expires January 11, 1908.

M. Lee Shively,

Notary Public.

Filed for Record Nov. 13, 1906 at 9:20 a.m.
Attn: Clerk
Legal Clerk & Co. of Office Recorder.