

## -----MORTGAGE OF REAL PROPERTY:-----

THIS INDENTURE; Made this 29<sup>th</sup> day of November A.D. 1907 between L.O. Brintnall of Skiatook Oklahoma and Bettie L Brintnall his wife and Frank Bigley of Skiatook Oklahoma, witnesseth, that

WHEREAS, The said L.O. Brintnall is justly indebted to the said Frank Bigley in the sum of One Hundred Ninety \$ ----- Dollars ( \$ 190.00) which is evidenced by a certain promissory note of even date herewith to-wit :-

One note due November 29<sup>th</sup> 1908 for \$ 190.00

Now therefore, the <sup>paid</sup> L.O. Brintnall and Bettie L Brintnall his wife for the ~~better~~ further 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 Frank Bigley heirs and assigns forever the following described real estate, to-wit :-

Lots five and ~~ix~~ <sup>six</sup> in Block One in the town of Skiatook Oklahoma according to the recorded plat thereof, with all of the improvements thereon at the present time, and th<sup>at</sup> 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 Frank Bigley heirs and assigns and unto his 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 the improvements on the said property at all times in a state of good repair, and constantly insured for the benefit of the said party of the second part, heirs and assigns, in one or more insurance companies satisfactory to the said party of the second part, against fire lightening and tornadoes. Should the party of the first part make a 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, heirs or assigns, in paying taxes, insurance premiums, liens or special assessments or in perfecting 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 Bettie L Brintnall wife of said L.O. Brintnall do hereby release and quit claim unto the said Frank Bigley 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 ~~xxx~~ L.O. Brintnall his heirs, executors or administrators, shall well and truly pay or cause to be paid to the said Frank Bigley executor, 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.