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No. 110

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, made this 10th day of July A.D. 1906, between William H. Ward, Notary Public, John A. Nichols, James H. Morrissey, Willis W. Morgan, and the Board of Church Extension of the Methodist Episcopal Church of Tulsa, Indian Territory, witnesseth, that

WHEREAS, the said Methodist Episcopal Church of Tulsa, Indian Territory is justly indebted to the said Board of Church Extension of the Methodist Episcopal Church

in the sum of One Thousand DOLLARS (\$1,000.00) which is evidenced by a certain Bond of even date herewith, to wit:

One note due January 1st 1907 for \$100.00, one note due January 1st 1907 for \$200.00, one note due January 1st 1907 for \$200.00, and one note due January 1st 1911 for \$200.00.

NOW, THEREFORE, the said Trustee of the Methodist Episcopal Church of Tulsa, 21, and,

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 Board of Church Extension of the Methodist Episcopal Church their heirs and assigns forever, the following described real estate, to wit:

Lot Five (5) and the Southwesterly twenty-five (25) feet of Lot Six (6) in Block One Hundred and thirty-four (134) in the City of Tulsa, Indian Territory, being One hundred (100) feet on Grand Avenue and One hundred and forty (140) feet on Fifth Street.

with all the improvements thereon at the present time, or that 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 Board of Church Extension of the Methodist Episcopal Church their heirs and assigns and 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 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, in one or more insurance companies satisfactory to the said party of the second part, against fire, lightning or 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 accounts so expended by the said party of the second part, heirs or assigns, in paying said taxes, insurance premiums, leins 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 other good and valuable considerations, I,

do hereby release and quitclaim unto the said Board of Church Extension of the Methodist Episcopal Church their heirs and assigns, all my right, claim or possibility of demand and out of the said property,

CONDITIONED, However, that if the said Trustee of the Methodist Episcopal Church of Tulsa, 21, successor, executors, or administrators, shall well and truly pay or cause to be paid to the said Board of Church Extension of the Methodist Episcopal Church their heirs and 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 S. on this the day and year first above written.

<u>William H. Ward</u> (L.S.)	<u>Willard J. Stengel</u> (L.S.)
<u>James H. Morrissey</u> (L.S.)	<u>John A. Nichols</u> (L.S.)
<u>Willis W. Morgan</u> (L.S.)	<u>John L. Nichols</u> (L.S.)
<u>Roger L. Lewis</u> (L.S.)	<u>John J. Stengel</u> (L.S.)

UNITED STATES OF AMERICA,
WESTERN DISTRICT
INDIAN TERRITORY

BE IT REMEMBRED, That on this day came before me the undersigned, a Notary Public, within and for the Tulsa District of Indian Territory aforesaid, duly commissioned and acting Notary Public in the County of Seminole, State of Oklahoma, to me known as the mortgagor, in the foregoing instrument, and stated that they had executed the same for the consideration and purposes therein mentioned, and set forth for the use and benefit of the Methodist Episcopal Church of Tulsa, Indian Territory, and that they are the duly elected trustees and Board of Church Extension of the Methodist Episcopal Church of Tulsa, Indian Territory.

I further declare that the above instrument was voluntarily executed before me this day, in the presence of the undersigned, and that it was done freely, without any fraud or duress, and upon the understanding that the above named persons were fully informed of the nature and effect of the instrument.

WITNESS, my hand and seal as such Notary Public on this 10th day of July 1906.

(Seal) Tulsa, Okl. 1906 Sam'l P. McRae Notary Public

My commission or pass July 24 1906

Filed for record July 13 1906 at 12 o'clock P.M.

Chas. L. Lester

City Clerk & Recorder