

MORTGAGE OF REAL PROPERTY.



THIS INDENTURE, Made this 19th day of November A. D. 1906, between George W. Adams, of Tulsa, Ind. Ter. and Minnie E. Adams, his wife, and Union Trust Company, of Tulsa, Ind. Ter., witnesseth, that

WHEREAS, the said George W. Adams is justly indebted to the said Union Trust Company, Tulsa, Ind. Ter. in the sum of Fifty-Four & 00/100 DOLLARS (\$54.00) which is evidence in by six certain promissory notes of even date herewith, to-wit:

One note due May 1st, 1907, for \$9.00; one note due November 1st, 1907, for \$9.00
 One note due May 1st, 1908, for \$9.00; one note due November 1st, 1908, for \$9.00
 One note due May 1st, 1909, for \$9.00; and one note due November 1st, 1909, for \$9.00

NOW, THEREFORE, the said George W. Adams and Minnie E. Adams, 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 Union Trust Company, Tulsa, Ind. Ter., its successors, heirs and assigns forever, the following described real estate, to-wit:

All of the Northwest one-fourth (NW 1/4) of the Northeast one-fourth (NE 1/4) in Section Seventeen (17), Township Eighteen (18), Range Thirteen (13) East containing Forty (40) acres more or less.

This mortgage is subject to a prior mortgage between mortgagor and mortgagee for \$300.00 of even date.

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 Union Trust Company, Tulsa, Ind. Ter., its successors, heirs and assigns unto its 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, its heirs and assigns 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, 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, Minnie E. Adams, wife of said George W. Adams, do hereby release and quit-claim unto the said Union Trust Company, Tulsa, Ind. Ter., heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said George W. Adams, his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Union Trust Company, Tulsa, Ind. Ter., its 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.

George W. Adams (L. S.)

Minnie E. Adams (I. S.)

UNITED STATES OF AMERICA,
 WESTERN DISTRICT,
 INDIAN TERRITORY

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 and acting, George W. Adams to me known as the mortgagor, in the foregoing instrument, and stated that he 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 Minnie E. Adams, wife of said George W. Adams, to me well known, and in the absence of her said husband declared that she had, of her own free will, executed said deed and signed and sealed the relinquishment of dower and homestead in said mortgage for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary Public on this 20th day of November 1906.

(SEAL) Western District, D. I.

My commission expires Sept 12th 1910

Blanche K. Ingley Notary Public.

Filed for record Nov 23, 1906 at 11:20 o'clock P. M.

Otis Linton
 Deputy Clerk and Ex-officio Recorder