

MORTGAGE OF REAL PROPERTY.

P.D.
P.L.
C.O.D.
C.I.

THIS INDENTURE, Made this 24th day of November A.D., 1906, between William Agnew of Tulsa, Indian Territory and Elbina N. Agnew, his wife, and E. C. Marr, witnesseth, that

WHEREAS, the said William & Elbina N. Agnew are justly indebted to the said E. C. Marr,

in the sum of One Hundred Twelve no/100 DOLLARS, (\$112.00) which is evidence by their certain promissory note of even date herewith, to-wit:

One note due Nov. 24, 1907, for \$112.00; one note due _____, 190____, for \$_____
One note due _____, 190____, for \$_____, and one note due _____, 190____, for \$_____.

NOW, THEREFORE, the said William Agnew and Elbina N. Agnew 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 E. C. Marr, his heirs and assigns forever, the following described real estate, to-wit:

All of Lot Eleven (11) in Block Twelve (12) in Lynch & Kearsy the Addition to Tulsa, Indian Territory

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 E. C. Marr

his heirs and assigns and unto their own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said parties of the first part, covenant and agree with the said parties 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 parties of the second part, his heirs and assigns in one or more insurance companies satisfactory to the said parties of the second part, against fire lightning or tornadoes. Should the parties of the first part make default in the performance of any of these stipulations, the said parties of the second part may immediately perform and discharge the same, and all accounts so expended by the said parties of the second part, heirs or assigns, in paying said taxes, insurance premiums, fees 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, Elbina N. Agnew wife of said William Agnew, do hereby release and quit-claim unto the said E. C. Marr his heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said William & Elbina N. Agnew their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said E. C. Marr 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 hand and on this the day and year first above written.

William Agnew (L.S.)

Elbina N. Agnew (L.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 William Agnew 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 Elbina N. Agnew wife of said William Agnew 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 home said 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 on this 24th day of November, 1906.

(SEAL) Western District Indian Territory C. W. Coggeshall Notary Public.

My commission expires May 15, 1907.

Filed for record Nov 24, 1906 at 4 o'clock P. M.

Oliver Linton
Deputy County Clerk