

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 26th day of November A. D., 1906, between Elsa J. Shaffer ^{her husband} and William Shaffer ^{his wife}, and Henry R. Cline, ^{Trustee for John A. Weeks, witnesseth, that}

WHEREAS, the said Elsa J. Shaffer is justly indebted to the said Henry R. Cline ^{Trustee for John A. Weeks} in the sum of Seven Hundred DOLLARS. (\$ 700.00) which is evidence of by Cash certain promissory note of even date herewith, to-wit:

One note due Feb. 1st 1907, for \$ 700.00; one note due Nov. 1st 1906 for \$ 00.00

One note due Nov. 1st 1906 for \$ 00.00 and one note due Nov. 1st 1906 for \$ 00.00

NOW, THEREFORE, the said Elsa J. Shaffer and William Shaffer ^{his husband} 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 Henry R. Cline, ^{Trustee} his heirs and assigns forever, the following described real estate, to-wit:

The south one-half of Lot 5, Block 192, said lot is further described to-wit: 29.5 feet frontage on the west side and 90.1 feet frontage on the east side and borders along the town limits of the town of Tulsa, I. T.

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 Henry R. Cline, ^{Trustee} his 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, his 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 William Shaffer, ^{husband} wife of said Elsa J. Shaffer do hereby release and quit-claim unto the said Henry R. Cline, ^{Trustee} his heirs and assigns, all my right, claim, or possibility of claim and out of the aforesaid premises.

CONDITIONED, However, that if the said Elsa J. Shaffer her heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Henry R. Cline, ^{Trustee} 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 seal on this the day and year first above written.

Witness
C. A. Brown

Elsa J. Shaffer (I. S.)
William Shaffer (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 Elsa J. Shaffer and William Shaffer 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.

And on the same day voluntarily appeared before me, the said Elsa J. Shaffer wife of said William Shaffer 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 26 day of November 1906

(SEAL) Witnessed Elsa J. Shaffer

James A. Johnson Notary Public.

My commission expires Nov. 27 1906

Filed for record Nov. 26 1906 at 4 o'clock P. M.

Alta Linton
Deputy Clerk and Ex-officio Recorder

For value received, acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me, Dec. 23-1907 Notary Public