

MORTGAGE OF REAL PROPERTY.

107

RECORDED
C. I.

THIS INDENTURE, Made this 24th day of October A. D. 1906, between Clarence O. Winteringer of Tulsa, Ind. Ter. and Grace E. Winteringer his wife, and W. W. Winteringer of Tulsa, Ind. Ter. witnesseth, that

WHEREAS, the said Clarence O. Winteringer and Grace E. Winteringer are justly indebted to the said W. W. Winteringer in the sum of Twelve Hundred and no/100 DOLLARS (\$1200.00) which is evidence by certain promissory note of even date herewith, to-wit:

One note due Oct. 24th 1907, for \$1200.00; one note due 1908, for \$1200.00; and one note due 1909, for \$1200.00.

NOW, THEREFORE, the said Clarence O. Winteringer and Grace E. Winteringer 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 W. W. Winteringer heirs and assigns forever, the following described real estate, to-wit:

The North ninety feet of Lot Ten, Block Nineteen, and South ten feet of Lot Eleven, Block Nineteen, according to the official Plat and Government Survey of North Tulsa, Ind. Ter.

There is a first mortgage on this property in favor of Fleming Investment Co. "Cavego-Kee"

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 W. W. Winteringer 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 parties 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 parties 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, Grace E. Winteringer wife of said Clarence O. Winteringer do hereby release and quit-claim unto the said W. W. Winteringer heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Clarence O. and Grace E. Winteringer their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said W. W. Winteringer 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 on this the day and year first above written.

Clarence O. Winteringer (I. S.)
Grace E. Winteringer (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, Clarence O. Winteringer 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 Grace E. Winteringer wife of said Clarence O. Winteringer 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 24th day of November 1906.
(SEAL) Western Judicial District, Tulsa, Ind. Ter. Robert C. Lyach Notary Public.
My commission expires 7/2/1910

Filed for record Dec 5 1906 at 10:55 o'clock A. M.

Chas. Linton
City Clerk and Ex-Officio Recorder