

P.D. No. 1172
C.D.
C.I.

DISCLOSED

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MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 14th day of December A. D., 1906, between S. E. Wilder of Indian Territory and G. L. Wilder his wife, and Sallie E. Gray witnesseth, that

WHEREAS, the said S. E. Wilder and G. L. Wilder her husband are as justly indebted to the said Sallie E. Gray in the sum of Five hundred and fifty DOLLARS, (\$ 550) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due December 14th 1906 for \$ 550; one note due 190 for \$ 190; and one note due 190 for \$ 190.

NOW, THEREFORE, the said S. E. Wilder and G. L. Wilder her 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 Sallie E. Gray heirs and assigns forever, the following described real estate, to-wit:

a part of Lot one (1), Block four (4), North Tulsa, Delaware Nation Northern District, Indian Territory, according to the plat of said North Tulsa, described as follows: Beginning at the south West corner of lot one (1) of said block, thence south along the south line of said lot one hundred and one foot and one tenth (101.1), thence north at right angle to said south line of said lot, forty and five hundredths feet (40.05), thence west parallel to said south line one hundred and one and one tenth feet (101.1) to the street line between said lot and Chayenne street thence south along said street line to the point of beginning.

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 Sallie E. Gray heirs and assigns and unto her 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, her 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, G. L. Wilder husband wife of said S. E. Wilder do hereby release and quit-claim unto the said Sallie E. Gray her heirs and assigns, all my right claim, or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said S. E. Wilder and G. L. Wilder his wife their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Sallie E. Gray her 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.

S. E. Wilder (L. S.)
G. L. Wilder (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 S. E. Wilder 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 G. L. Wilder husband wife of said S. E. Wilder 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 quit-claim 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 14th day of December 1906
[SEAL] Western District, Ind. Ter. B. F. Pittman Notary Public.
My commission expires September 14th 1908.

Filed for record Dec 14 1906 at 2:30 o'clock P. m.

Attest
My Comm. Expires Dec 14 1906