

112

MORTGAGE OF REAL PROPERTY.

RECORDED  
FEB 11 1912  
C. L.

THIS INDENTURE, Made this 7th day of December, A. D., 1906, between Lora Messick of Indian Territory and S. L. Messick, her husband and A. M. Turner witnesseth, that

WHEREAS, the said Lora Messick & S. L. Messick are justly indebted to the said A. M. Turner in the sum of One Hundred and 00/100 DOLLARS (\$ 100.00 ) which is evidence by three certain promissory note of even date herewith, to-wit:

One note due June 1st, 1907, for \$ 100.00; one note due 190, for \$ 100.00; and one note due 190, for \$ 100.00.

NOW, THEREFORE, the said Lora Messick and S. L. Messick, 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 A. M. Turner his heirs and assigns forever, the following described real estate, to-wit:

Lot Nine (9) Block Four (4) Bellview Addition to Tulsa, Creek Nation, Indian Territory.

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

Signed and acknowledged before me Det 3-1912  
H. E. Walker  
Notary at Tulsa

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 A. M. Turner 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 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 S. L. Messick husband of said Lora Messick do hereby release and quit-claim unto the said A. M. Turner his heirs and assigns, all my right, claim or possibility of convey in and out of the aforesaid premises.

CONDITIONED, However, that if the said Lora Messick & S. L. Messick their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said A. M. Turner 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.

Lora Messick (L. S.)  
S. L. Messick (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 Lora Messick & S. L. Messick to me known as the mortgagors 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 S. L. Messick husband of said Lora Messick 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 convey 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 on this 7th day of December, 1906.  
[SEAL] Western District Indian Territory C. W. Coggeshall Notary Public.  
My commission expires May 1st, 1907.

Filed for record Dec 10 1906 at 10 o'clock a.m.

Oliver Linton  
Deputy Clerk and Officer Recorder