

MORTGAGE OF REAL PROPERTY.

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

THIS INDENTURE, Made this 10th day of December, A. D. 1906, between Virginia Rea Ott of Marshall, Missouri and Phil E. Ott her husband, his wife and J. Slater Davidson of Tulsa, Ind. In, witnesseth, that

WHEREAS, the said Virginia Rea Ott & Phil E. Ott are justly indebted to the said J. Slater Davidson in the sum of Five Hundred no/100 DOLLARS (\$ 500.00) which is evidence 1 by this certain promissory note of even date herewith, to-wit:
 One note due December 10, 1907, for \$ 200.00 ; interest due June 10, 1907, for \$ 20.00
 One note due December 10, 1907, for \$ 20.00 ; and one note due June 10, 1908, for \$ 20.00 and one interest note due December 10, 1908 for \$ 20.00
 NOW, THEREFORE, the said Virginia Rea Ott and Phil E. Ott 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 J. Slater Davidson, his heirs and assigns forever, the following described real estate, to-wit:

All of Lot Two (2) in Block One Hundred & Thirty-four (134) in the original town of Tulsa, Creek Nation, Indian Territory, according to the original plat of the town of Tulsa as approved by the Secretary of Interior April 11th, 1902.

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 J. Slater Davidson, his heirs and assigns 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 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, Phil E. Ott husband of said Virginia Rea Ott do hereby release and quit-claim unto the said J. Slater Davidson, his heirs and assigns, all my right, claim or possibility of interest in and out of the aforesaid premises.

CONDITIONED, However, that if the said Virginia Rea Ott & Phil E. Ott their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. Slater Davidson, 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.
 Virginia Rea Ott (L. S.)
 Phil E. Ott (L. S.)

State of Missouri
 UNITED STATES OF AMERICA,
 Western District
 INDIAN TERRITORY
 County of Tulsa

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public within and for the above state & County, the said Virginia Rea Ott & Phil E. Ott 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 Phil E. Ott husband of said Virginia Rea Ott 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 her own and homestead by 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 10th day of December, 1906.
 (SEAL) Tulsa County, Mo. H. G. Allen Notary Public
 My commission expires June 11, 1910.

Filed for record Dec 12 1906 at 5:00 clock P. M.
 O. L. Lorton
 Deputy Clerk of the Court