

## MORTGAGE OF REAL PROPERTY.

RECORDED  
IN  
BOOK  
OF  
DEEDS  
C. 1

THIS INDENTURE, made this 15<sup>th</sup> day of December, A. D. 1906, between J. B. Richey  
of Tulsa, Ind. Ter. and Emma J. Richey his wife, and Elsie J. Richey  
of Guy's Lake Illinois, witnesseth, that

WHEREAS, the said J. B. Richey and Emma J. Richey are justly indebted to the said  
Elsie J. Richey  
in the sum of Two thousand no/100 DOLLARS (\$2000.00) which is  
evidence by one certain promissory note of even date herewith, to-wit:

One note due Dec. 15<sup>th</sup>, 1907, for \$1000.00; one note due 1908, for \$1000.00  
One note due 1908, for \$1000.00 and one note due 1908, for \$1000.00

NOW, THEREFORE, the said J. B. Richey and Emma J. Richey 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 Elsie J. Richey  
Her heirs and assigns forever, the following described real estate, to-wit:

The West Sixty Feet of Lot number Eight (8) Block number Eighty seven (87) according to the "Official Plat" and "Government Survey" of the City of Tulsa, Ind. Ter.  
said J. B. & Emma J. Richey reserve the privilege of paying the said note at the expiration of the first or second year if they so desire.  
This mortgage and note is made and given in lieu of one due on this date to the same party, which shall be cancelled and returned to the makers.

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 Elsie J. Richey  
Her heirs and assigns 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 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, Emma J. Richey  
wife of said J. B. Richey, do hereby release and quit-claim unto the said Elsie J. Richey  
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 J. B. Richey and Emma J. Richey their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Elsie J. Richey Her heirs, 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.

J. B. Richey (L. S.)

Emma J. Richey (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 J. B. Richey  
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 Emma J. Richey wife of said J. B. Richey  
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 15<sup>th</sup> day of Dec 1906

(SEAL) Western District, Indian Territory

Robert B. Lynch

Notary Public.

My commission expires 3/2/1910

Filed for record Dec 15 1906 at 11:00 o'clock A. M.

Attestation  
Deputy Clerk and Ex-officio Recorder