

MORTGAGE OF REAL PROPERTY

THIS INDENTURE. Made this 13th day of July, A. D. 1916, between Henry W. Perryman and Gertrude Perryman, his wife, and Loren Conaway, of Tulsa, Ind. Tex., witnesseth, that

WHEREAS, the said Henry W. Perryman & Gertrude Perryman are jointly indebted to the said Loren Conaway,

in the sum of One Hundred and Ninety Five 75/100 DOLLARS. (\$195.75) which is

evidence by one certain promissory note of even date herewith, to-wit:

One note due January 13, 1907, for \$195.75, one note due _____, for \$_____

One note due _____, for \$_____, and one note due _____, for \$_____

NOW, THEREFORE, the said Henry W. Perryman and

Gertrude Perryman, 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 Loren Conaway,

his heirs and assigns forever, the following described real estate, to-wit:

Lot number 17, Block One Hundred and Eighty-one according to the "Official Plat" and "Government Survey" of the City of Tulsa, Ind. Tex. This being the second mortgage on the aforesaid property, the first mortgage for \$2750.00 being also given to Loren Conaway.

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 Loren Conaway,

his heirs and assigns and unto their 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 parties 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, the 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, leases 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, Gertrude Perryman, wife of said Henry W. Perryman, do hereby release and quit-claim unto the said Loren Conaway, his heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Henry W. Perryman & Gertrude Perryman, their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Loren Conaway, 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, S., on this the day and year first above written.

Henry W. Perryman (U.S.)

Gertrude Perryman (U.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, Henry W. Perryman, to me known as the mortgagor, in the foregoing instrument, and stated that he had executed the same for the consideration and purpose therein mentioned and set forth.

And on the same day voluntarily appeared before me the said Henry W. Perryman, wife of said Henry W. Perryman, 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 13th day of July, 1916.

[SEAL] Tulsa, Ind. Tex.

Robert B. Lynch

Notary Public.

My commission expires 7/1/

1916

Filed for record

July 16

1916 at 5 o'clock P.M.

Otis Lorton
Deputy Clerk and Office Recorder