

MORTGAGE OF REAL PROPERTY

377
P.L.
C.L.
G.D.
C.I.

THIS INDENTURE, Made this 19th day of December A. D., 1906, between Nannie House of Tulsa, Indian Territory Western District and Ellis House her husband, his wife and

WHEREAS, the said Nannie House and Ellis House is justly indebted to the said

George Schmidt of Tulsa, Ind. in the sum of Three Hundred and thirty six DOLLARS (\$ 336.00) which is evidence by certain promissory note of even date herewith, to-wit:

One note due Dec. 19, 1907, for \$ 336.00; one note due 1907, for \$

One note due 1907, for \$ and one note due 1907, for \$

NOW, THEREFORE, the said Nannie House and Ellis House 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 George Schmidt his heirs and assigns forever, the following described real estate, to-wit:

West 25 ft of Lot (5) in Block One Hundred and Six (106) in the original Town of Tulsa, Indian Territory Western District

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 George Schmidt

his heirs and assigns and 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 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, Ellis House Husband wife of said Nannie House do hereby release and quit-claim unto the said George Schmidt his heirs and assigns, all my right, claim, or possibility of possession and out of the aforesaid premises.

CONDITIONED, However, that if the said Nannie House and Ellis House their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said George Schmidt his heirs, executors, 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 hands on this the day and year first above written.

Nannie House (I. S.)

Ellis House (I. 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 Nannie House 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 Ellis House husband wife of said Nannie House to me well known, and in the presence of her said husband declared that she had, of her own free will, executed said deed and signed and sealed the relinquishment of, (and homes and 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 19th day of December 1906

(SEAL) Western District, Tulsa, Ind.

Robert E. Lynch Notary Public

My commission expires 2/2/1910

Filed for record Dec 19, 1906 at 4:50 o'clock P. M.

Otto Lorton
Register Clerk and Ex-officio Recorder