

COMPARED

No. 1406

125

## MORTGAGE OF REAL PROPERTY.

P.D. 123  
C.L.  
C.D.  
C.I.

THIS INDENTURE, Made this 20th day of December A. D. 1906, between Anna N. Kennedy  
of Tulsa, Indian Territory, Western District and Edward J. Kennedy, her husband, his wife, and  
of \_\_\_\_\_, witnesseth, that

WHEREAS, the said Anna N. Kennedy is justly indebted to the said  
George Schmidt  
in the sum of One Hundred and ten DOLLARS (\$ 110.00 ) which is  
evidence by a certain promissory note of even date herewith, to-wit:

One note due Dec 20, 1907, for \$ 110.00; one note due \_\_\_\_\_ 190\_\_\_\_, for \$ \_\_\_\_\_  
One note due \_\_\_\_\_ 190\_\_\_\_, for \$ \_\_\_\_\_ and one note due \_\_\_\_\_ 190\_\_\_\_, for \$ \_\_\_\_\_

NOW, THEREFORE, the said Anna N. Kennedy and  
Edward J. Kennedy her husband his wife, for the better securing the payment of the money aforesaid, with in-  
terest 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:

All of Lot Six (6) in Block one (1) in Buena Vista Addition to Tulsa, Creek Nation, 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 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, Edward J. Kennedy Husband  
wife of said Anna N. Kennedy, do hereby release and quit-claim unto the said George Schmidt  
his heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises

CONDITIONED, However, that if the said Edward J. and Anna N. Kennedy their  
heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said George Schmidt 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.

Anna N. Kennedy (I. S.)

Edward J. Kennedy (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 Anna N. Kennedy  
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 Edward J. Kennedy Husband wife of said  
Anna N. Kennedy 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 same 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 Public on this 20 day of Dec 1906

[SEAL] Western District Indian Territory

Robert L. Lynch

Notary Public.

My commission expires 7/2/1910

Filed for record Dec. 21, 1906 at 2 o'clock P. M.

Oliver Lorton  
Deputy Clerk and Ex-officio Recorder