

COMPILED
M.O. 1922
MORTGAGE OF REAL PROPERTY.

(29)

C L C D C I
THIS INDENTURE, Made this 22nd day of December A. D. 1906, between The Tulsa Addition Company, a corporation of Tulsa Indian Territory, and First National Bank of Tulsa, and her, witnesseseth, that

WHEREAS, the said The Tulsa Addition Company is justly indebted to the said First National Bank of Tulsa, and her, in the sum of Nine Thousand Nine Hundred Fifty Nine DOLLARS. (\$995.99) which is

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

One note due Dec/ 22, 1907 for \$995.99; one note due 1908 for \$

One note due 1909, 1909 for \$ and one note due 1910 for \$

You and in consideration of Nine Thousand Nine Hundred Fifty Nine Dollars now PAID, the said The Tulsa Addition Company and

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 First National Bank of Tulsa, its successors heirs and assigns forever, the following described real estate, to-wit:

Lot three (3) and four (4) and that portion of the north west quarter of section two (2) lying north of the M.K.T.R.R. right-of-way east of that portion of the Southeast Quarter of the north West Quarter lying south of a line drawn from the South east corner of the reservation made to Carl Oscar in the Tulsa Addition to Tulsa in a straight line to the North east corner of the land owned by the Vetsfield Brick Company and thence due south to the M.K.T.R.R. right-of-way all in Section Two (2) Township 119 North Range twelve (12) East except that portion reserved to the Vetsfield Brick Co. lying in back

7/11

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 First National Bank of Tulsa

its successors heirs and assigns and unto its own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said party 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, to 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 amounts so expended by the said party of the second part, heirs or assigns, in paying said taxes, insurance premiums, rents 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. The mortgagor to be permitted to pay 1000 interest at maturity unless balance for payment at time of assignment

And for the consideration aforesaid, and for others other good and valuable consideration,

wife of said do hereby release and quit-claim unto the said

heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said The Tulsa Addition Company, its successors executors, or administrators, shall well and truly pay or cause to be paid to the said First National Bank of Tulsa, its successors executors, or 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, on this the day and year first above written.

[Corporate Seal]

The Tulsa Addition Company

(L.S.)

by Carl C. Magee Secretary

(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, Carl C. Magee, Secretary of the Tulsa Addition Company, 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, as the free & voluntary act of said corporation & by the authority of its Board of Directors.

And on the same day voluntarily appeared before me, the undersigned, wife of said Carl C. Magee, 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 power and homestead in said mortgage for the consideration and purpose 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 22nd day of December 1906.

(SEAL) Western Dist. Not. Pub. Personal C. Magee Notary Public

My commission expires June 21, 1907

Filed for record Dec 15

1906 at 3:45 P.M.

Oscar Johnson
Acting Clerk of the Tulsa County Recorder