

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this Second day of January A. D., 1907, between Mary C. Wharton of Indian Territory and Homer C. Wharton her husband, ~~the wife~~ and Elmer Hollingsworth of Indian Territory, witnesseth, that

WHEREAS, the said Mary C. Wharton is justly indebted to the said Elmer Hollingsworth in the sum of five hundred DOLLARS. (\$ 500.00) which is evidence by same certain promissory note of even date herewith, to-wit:

One note due June 2nd, 1907, for \$ 500.00; One note due 190 for \$

One note due 190 for \$ and one note due 190 for \$

NOW, THEREFORE, the said Mary C. Wharton and Homer C. Wharton, 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 Elmer Hollingsworth his heirs and assigns forever, the following described real estate, to-wit:

Being a part of Lot No. 5, block No. 12 in the city of Tulsa, Ind. Ter. and described as follows, beginning on the south boundary line of lot No. 5 at a point seventy feet west of the S. E. corner of said lot thence running one hundred and thirty feet north to a point in lot No. 5, thence seventy feet east to a point in the east boundary line of lot No. 5, thence ten feet south along said east boundary line, thence west thirty five feet to a point in said lot No. 5, thence one hundred and twenty feet south to a point in the south boundary line of said lot No. 5, thence along said line thirty five feet west to place of beginning.

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 Elmer Hollingsworth 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 part of the first part, covenant and agree with the said part 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 part of the second part heirs and assigns in one or more insurance companies satisfactory to the said part of the second part, against fire, lightning or tornadoes. Should the part of the first part make default in the performance of any of these stipulations, the said part of the second part may immediately perform and discharge the same, and all accounts so expended by the said part 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, Homer C. Wharton, husband wife of said Mary C. Wharton do hereby release and quit-claim unto the said Elmer Hollingsworth 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 Mary C. Wharton her heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Elmer Hollingsworth 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.

Mary C. Wharton (L.S.)

H. C. Wharton (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 to me known as the mortgagor, in the foregoing instrument, and stated that they 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 Homer C. Wharton, husband wife of said Mary C. Wharton to me well known, and in the absence of same declared that she had, of her own free will, executed said deed and signed and sealed the relinquishment of same 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 on this 2d day of Jan, 1907.

(SEAL) Western District S. I.

My commission expires July 10th, 1907.

John H. Barry Notary Public.

Filed for record Jan 2, 1907 at 2 o'clock P. M.

Clara Linton
My Sister Elmer and her Office Reader