

MORTGAGE OF REAL PROPERTY.

C. L.
C. D.
C. I.

THIS INDENTURE, made this fourth (4) day of January, A. D., 1907, between Rebecca Hissong
Isler, 21, and W. D. Hissong (her husband) his wife, and Vellie Brown
of Galena Kansas, witnesseth, that

WHEREAS, the said Rebecca Hising and W. C. Hising are ~~is~~ justly indebted to the said Nellie Brown

in the sum of One Hundred and Fifty DOLLARS, (\$ 150.00) which is evidence by One (1) certain promissory note of even date herewith, to-wit:

One note due Jan. 4, 1906, for \$157.00; one note due 190 for \$

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

NOW, THEREFORE, the said Rebecca Hiss and W. O. Hiss (her husband) do hereby for the better securing the payment of the money aforesaid, with in-

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

Lot 111, Block 19, in Lindsey's Second Addition to Tulsa, D.T. said Addition embracing 11.68100 acres out of the NE 1/4 of the NE 1/4 of Sec. 11 T 19 N, R 12 E, Creek Nation, D.T. according to survey made and certified to by J. Gus Patton, April 10, 1905.

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 Nellie Brown her

heirs and assigns and unto her 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 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 parties of the second part, they heirs and assigns in one or more insurance companies satisfactory to the said parties of the second part, against fire, lightning or tornadoes. Should the parties of the first part make default in the performance of any of these stipulations, the said parties of the second part may immediately perform and discharge the same, and all accounts so expended by the said parties 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, W. D. Hissong/ husband
of said Rebecca Hissong, do hereby release and quit-claim unto the said Nellie Carson
her heirs and assigns, all my right, claim or possibility of convey down in and out of the aforescribed premises

CONDITIONED, However, that if the said Rebecca H. Hinson and W. C. Hinson their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Nellie Brown her heirs, executors, administrators, or assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said note, X then this instrument shall be void otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, We have hereunto set our hand and on this the day and year first above written.

Rebecca Hising (L S)

W. C. Higgins (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 Reuben Hising
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 W. C. Hinson husband of said Wife of said

Rebecca Fleming 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 ~~deed~~ *rights of Country* 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 4 day of Jan 1902

[SEAL] *Western District, Ind. Ter.*

My commission expires Sept 9th 1908

B. K. Pettus Notary Public.

Filed for record Jan 4 1907 at 2⁴⁰ o'clock P. M.

Oliver Lorton
Deputy Clerk and Ex-officio Recorder