

COMPARED

No. 2047

133

MORTGAGE OF REAL PROPERTY.

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

THIS INDENTURE, Made this fourth (4) day of January, A. D., 1907, between Rebecca Hisson of Tulsa, I. T. and W. O. Hisson (her husband) his wife, and Nellie Brown of Galena, Kansas, witnesseth, that

WHEREAS, the said Rebecca Hisson and W. O. Hisson are justly indebted to the said Nellie Brown in the sum of One Hundred and Fifty DOLLARS, (\$ 150.00) which is evidence by diff. (1) certain promissory notes of even date herewith, to-wit:

One note due Jan. 4, 1906, for \$ 150.00; one note due 190 for \$ 190 for \$ 190 for \$ 190

NOW, THEREFORE, the said Rebecca Hisson and W. O. Hisson (her husband) do hereby grant, bargain, sell and convey unto the said Nellie Brown her heirs and assigns forever, the following described real estate, to-wit:

Lot (11) Block (19) in Lincoln's Second Addition to Tulsa, I. T., said Addition embracing 11.61100 acres out of the N 1/4 of the N 1/4 of Sec. 11, T. 19 N., R. 12 E., Creek Nation, I. T., according to survey made and certified to by J. S. 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 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 her 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, W. O. Hisson husband of said Rebecca Hisson do hereby release and quit-claim unto the said Nellie Brown her heirs and assigns, all my right, claim or possibility of any interest in and out of the aforesaid premises.

CONDITIONED, However, that if the said Rebecca Hisson and W. O. Hisson 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, 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 Hisson (L. S.)
W. O. Hisson (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 Rebecca Hisson to me known as the mortgagor, in the foregoing instrument, and stated that she 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. O. Hisson husband wife of said Rebecca Hisson 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 right of co-tenancy 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, 1907.
[SEAL] Western District, I. T. B. F. Patton Notary Public.
My commission expires Sept 9th 1908.

Filed for record Jan 4 1907 at 2:40 o'clock P. M.
Oliver Linton
Deputy Clerk and Ex-officio Recorder