

MORTGAGE OF REAL PROPERTY.

FILED
CLERK
C.D.

THIS INDENTURE, Made this 2th day of January A. D. 1907 between William Neet of Indian and Mary Neet his wife, and Kansas National Bank of Indian, witnesseth, that

WHEREAS, the said William Neet & Mary Neet is justly indebted to the said Kansas National Bank, Indian in the sum of One hundred seventy-two & 5/100 DOLLARS. (\$172.50) which is evidence by his certain promissory note of even date herewith, to-wit:

One note dated 1/21, 1907, for \$172.50; one note due May 17th, 1907, for \$
One note due , 190 for \$, and one note due , 190 for \$

NOW, THEREFORE, the said William Neet & Mary Neet and 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 Kansas National Bank, Indian heirs and assigns forever, the following described real estate, to-wit:

a second mortgage to following: All of Lot (2) seven in Block (20) twenty in North Tulsa addition, except the north twelve feet of said lot.
Also that portion of lot (2) three in Block (4) six in Tulsa 2.1 described as follows: Beginning at the North corner of said lot (2) three, thence south (13) thirteen feet along Boston Ave, thence East 31 feet to line dividing the Creek & Cherokee nations, thence west along said dividing line 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 Kansas National Bank, Indian heirs and assigns and unto 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, Mary Neet wife of said William Neet do hereby release and quit-claim unto the said Kansas National Bank, Indian heirs and assigns, all my right, claim, or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said William Neet & Mary Neet their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Kansas National Bank 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 day and year first above written.

W. J. Neet (L.S.)

Mary Neet (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 Mary Neet wife of said W. J. Neet 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 dower 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 2th day of Jan, 1907

(SEAL) Indian

L. W. Mann

Notary Public

My commission expires June 15, 1908

Filed for record Jan 2, 1907, at 2:05 o'clock P. M.

Oliver Linton
Register, Clerk and Ex-officio Recorder