

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 7th day of January, A. D. 1907, between Ed Chastain and Rachel W. Chastain, his wife, and Geo. Wallach, witnesseth, that

WHEREAS, the said Ed Chastain is justly indebted to the said Geo. Wallach in the sum of Two hundred seventy five DOLLARS (\$275.00) which is evidence by certain promissory note of even date herewith, to-wit:

One note due July 2, 1907, for \$275.00, one note due 1907, for \$ and one note due 1907, for \$

NOW, THEREFORE, the said Ed Chastain 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 Geo. Wallach heirs and assigns forever, the following described real estate, to-wit:

all of the East fifty feet of Lots Five and Six in Block Thirty in the town of Tulsa, I. T. according to the recorded plat thereof, subject to a first Mtg of Nine Hundred eighty dollars now of record

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 Geo. Wallach his heirs and assigns 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, 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, Rachel W. Chastain wife of said Ed Chastain do hereby release and quit-claim unto the said Geo. Wallach his heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises

CONDITIONED, However, that if the said Ed Chastain his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Geo. Wallach 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.

Geo. J. Salletto Ed Chastain (L.S.) Rachel W. Chastain (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 Ed Chastain 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 Rachel W. Chastain wife of said Ed Chastain 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 N. P. on this 7th day of January, 1907. (SEAL) Western District, Indian Terr. J. B. Woodbury Notary Public. My commission expires Sept 15, 1910.

Filed for record June 2, 1907 at 2 o'clock P. M. Attestation Deputy Clerk and Recorder, Borden