

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 21st day of December A. D., 1906, between W. N. Robinson of Indian, I. T. and Louise J. Robinson, his wife, and J. N. Givens of Princeton, Ky., witnesseth, that

WHEREAS, the said W. N. Robinson is justly indebted to the said

J. N. Givens

in the sum of One thousand + 00/100 DOLLARS. (\$ 1,000.00) which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due July 1st, 1908, for \$ 1,000.00; one note due _____, 190, for \$ _____

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

NOW, THEREFORE, the said W. N. Robinson and

Louise J. Robinson

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 J. N. Givens

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

The south half (1/2) of Lot No. Four (4) in Block No. One hundred fifty three (153) in the town of Tulsa, I. T., according to the official plat and survey thereof.

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 J. N. Givens

his heirs and assigns and unto his 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, his heirs and assigns in one or more insurance companies satisfactory to the said party of the second part, against fire, lightning and tornadoes. Should the parties 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 amounts 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, Louise J. Robinson wife of said W. N. Robinson

do hereby release and quit-claim unto the said J. N. Givens

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 W. N. Robinson his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. N. Givens 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, W. N. Robinson have hereunto set his hand and seal on this the day and year first above written.

W. N. Robinson (I. S.)

Louise J. Robinson (I. S.)

UNITED STATES OF AMERICA,
Notary Public,
INDIAN TERRITORY
Western District

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 W. N. Robinson 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 Louise J. Robinson wife of said W. N. Robinson 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 Notary Public on this 21st day of December, 1906.

[SEAL] For Western District Indian Territory

W. C. Rose

Notary Public

My commission expires July 1st, 1907

Filed for record Jan 21, 1907 at 9 o'clock A. M.

Alta Laton
Deputy Clerk & Ex-officio Recorder