

MORTGAGE OF REAL PROPERTY.

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

THIS INDENTURE, Made this 30 day of January, A. D., 1902, between Mary K. Orr of Indian Territory and Thomas Taylor, his wife, and

WHEREAS, the said Mary K. Orr is justly indebted to the said Thomas Taylor in the sum of two hundred & twenty five DOLLARS, (\$225⁰⁰) which is evidence by one certain promissory note, of even date herewith, to-wit:

One note due April 14, 1902, for \$225⁰⁰; one note due 1902 for \$100 for \$100 and one note due 1902 for \$100

NOW, THEREFORE, the said Mary K. Orr and Thomas Taylor 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 Thomas Taylor his heirs and assigns forever, the following described real estate, to-wit:

Lot seven (7) Block three (3) town of North Tulsa LeFlore County Indian Territory
This mortgage is given in the nature of a security that Mary K. Orr will, when one certain mortgage of \$100.00 is due (that now is a valid lien on said property) fully release the same as the south 15 feet of said lot is free clear from said mortgage. Upon said south 15 feet (this day conveyed by Mary K. Orr to said Thomas Taylor) being released this mortgage and the note securing the same to be null and void.

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 Thomas Taylor his heirs and assigns unto his own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said party 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, 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. The said party of the second part shall have no interest if the conditions are fully complied with.

And for the consideration aforesaid, and for diverse other good and valuable considerations, the said Thomas Taylor do hereby release and quitclaim unto the said Mary K. Orr and assigns all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Mary K. Orr her heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Thomas Taylor 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, I have hereunto set my hand on this the day and year first above written.
Mary K. Orr (L.S.)
(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 Mary K. Orr 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 Thomas Taylor wife of said Thomas Taylor 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 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 30 day of January, 1902.
(SEAL) Western District Indian Territory R. W. Fuller Notary Public.
My commission expires Dec 26, 1910

Filed for record Feb 1, 1902, at 4:35 o'clock P. M.
Chas. Linton
Deputy Clerk & Ex-officio Recorder