

## MORTGAGE OF REAL PROPERTY.

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C.D.  
O.T.

THIS INDENTURE, Made this 16 day of April, A.D., 1906, between Joseph S. Price of Tulsa, Ind. Ter. and Jane Adaline Price his wife, and Jane Affley of Tulsa, Ind. Ter., witnesseth, that

WHEREAS, the said Joseph S. and Jane Adaline Price are justly indebted to the said Jane Affley

in the sum of Five Hundred and no DOLLARS (\$ 500.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due Aug. 16, 1906, for \$ 500.00; one note due 190, for \$ 190; and one note due 190, for \$ 190.

NOW, THEREFORE, the said Joseph S. Price and Jane Adaline Price 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 Jane Affley heirs and assigns forever, the following described real estate, to-wit:

Lot six (6) Block Two Hundred and Three (203), according to the "Official Plat" and "Government Survey" of the City of Tulsa, Ind. Ter.

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 Jane Affley 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. 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 accounts so expended by the said party of the second part, heirs or assigns, in paying said taxes, insurance premiums, loans 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, Jane Adaline Price wife of said Joseph S. Price, do hereby release and quit-claim unto the said Jane Affley heirs and assigns, all my right, claim, or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Joseph S. and Jane Adaline Price their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Jane Affley 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, on this the day and year first above written.

Joseph S. Price (L.S.)  
Jane Adaline Price (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, to 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 Jane Adaline Price wife of said Joseph S. Price 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 16 day of April, 1906.

(SEAL) Tulsa, Ind. Ter.

Robert B. Lynch Notary Public

My commission expires 7/2/1906

Filed for record July 20, 1906, at 2 o'clock P. M.

Oliver Linton  
Deputy Clerk and Ex-officio Recorder