

No. 2500

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 30th day of January, A. D., 1902, between R. M. Stone, and Helen Stone his wife of Bellevue, Ind. Tex. and A. B. Stone, Widower, of Texas, MC his wife and Low R. Hansberry and James N. May of Bellevue, Ind. Tex. witnesseth, that

WHEREAS, the said R. M. Stone is justly indebted to the said

in the sum of Two Hundred no/100 DOLLARS (\$ 200.00) which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due May 23, 1902, for \$ 200.00; one note due _____, 190____, for \$ _____.

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

NOW, THEREFORE, the said R. M. Stover 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 Law R. Stansbury and
John N. Hays heirs and assigns forever, the following described real estate, to-wit:

Lot 10th (4), Block Three (3), in the Stansbury addition to the City of Tulsa and Tex., and according to the recorded plat 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 Low R. Hansberg and John K. Way
their heirs and assigns unto their 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 parties 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 parties of the second part. Their heirs and assigns in one or more insurance companies satisfactory to the said parties of the second part, against fire lightning or tornadoes. Should the parties of the first part make default in the performance of any of these stipulations, the said parties of the second part may immediately perform and discharge the same, and all accounts so expended by the said parties 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, Helena Stone
 wife of said R. M. Stone, do hereby release and quit-claim unto the said L. R. Hansbury
and John N. Davis heirs and assigns, all my right, claim, or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said R. W. Stone, Helen Stone and A. B. Stone their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Law R. Hunsbury and John N. Day their 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 s on this the day and year first above written.

R. M. Stone (L.S.)

Helew Stone

A. B. Stone (13)

UNITED STATES OF AMERICA,
WESTERN DISTRICT,
~~INDIAN TERRITORY.~~ 82:

BE IT REMEMBERED: That on this day _____ came before me, the undersigned, a Notary Public
and for the Western District of Indian Territory aforesaid, duly commissioned and acting R. M. Stone
known as the mortgagor, in the foregoing instrument, and stated that _____ he _____ had executed the same for the consideration and purposes therein mentioned, and
th. _____

And on the same day voluntarily appeared before me, the said Helen Stone wife of said R. M. Stone 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 26 day of January, 1907.
[SEAL] Notary Public, District, Tulsa, Ind. Ter. Robert C. Lynch Notary Public.
My commission expires 2/2/1910

Filed for record Feb. 2 1917, at 10 o'clock a.m.

Oliver Lorton
Deputy Clerk & ex-officio Recorder