

MORTGAGE OF REAL PROPERTY.

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

THIS INDENTURE, Made this Eight day of January A. D. 1907, between W. B. Rohde of Indian Territory and Mary B. Rohde his wife, and Mary C. B. Walker of N. H., witnesseth, that

WHEREAS, the said W. B. Rohde and Mary B. Rohde is justly indebted to the said Mary C. B. Walker in the sum of Twenty Seven hundred Twenty five DOLLARS. (\$2725.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due Jan'y 6th 1906 for \$2725.00; one note due 190 for \$100
One note due 190 for \$100 and one note due 190 for \$100

NOW, THEREFORE, the said W. B. Rohde and Mary B. Rohde 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 Mary C. B. Walker heirs and assigns forever, the following described real estate, to-wit:

One Undivided one half (1/2) interest in all of Lots numbered one (1) two (2) and three (3) in Block numbered twenty nine (29) in accordance with the official recorded plat of the town or city of Tulsa, Green Nation Indian Territory and tract having a frontage of 300 feet on North main Street of said town or city

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 Mary C. B. Walker heirs and assigns and unto Her 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, heirs and assigns in one or more insurance companies satisfactory to the said part of the second part, against fire, lightning and 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 amounts 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, Mary B. Rohde wife of said W. B. Rohde, do hereby release and quit-claims unto the said Mary C. B. Walker 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. B. Rohde or Mary B. Rohde their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Mary C. B. Walker 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.

W. B. Rohde (L. S.)

Mary B. Rohde (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 W. B. Rohde 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 Mary B. Rohde wife of said W. B. Rohde 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 on this 6th day of January 1907
[SEAL] Western District, Indian Territory Chas H. Haly Notary Public.
My commission expires June 29 1907

Filed for record Feb 7 1907 at 5:00 o'clock P. M.

Charlton
County Clerk or Officer Receiver