

# MORTGAGE OF REAL PROPERTY.

**THIS INDENTURE**, Made this 9th day of February, A. D., 1902, between Leon Pratt (a single man) of Indian Territory, and his wife, and L. W. Slaughter, witnesseseth, that

WHEREAS, the said Leon Pratt is justly indebted to the said

in the sum of thirteen hundred thirty-three & 00/100 DOLLARS. (\$ 1333.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due August 9th, 1902, for \$ 1333.00 bearing interest at the rate of 8% per annum with privilege of paying 50.00 or any multiple thereof at the end of any one month's time thereafter.

NOW, THEREFORE, the said Leon Pratt and

do hereby grant, bargain, sell and convey unto the said L. W. Slaughter, his heirs and assigns forever, the following described real estate, to-wit:

That part of Lot No. Two (2) in Block No. One hundred twenty-six (126), in the town of Tulsa, Creek Nation, Indian Territory, according to the official plat and survey thereof, having a frontage of fifty (50) feet on South Guthrie Avenue and a depth of one hundred forty (140) feet to the alley line in rear of said lot, with a uniform width of fifty (50) feet, lying parallel and adjoining Lot No. One (1) in said Block No. One hundred twenty-six (126). This being a tract of ground having a frontage of fifty (50) feet, a depth of one hundred forty (140) feet and a uniform width of fifty (50) feet, more or less, described as the North half of Lot No. Two (2) in Block No. One hundred twenty-six (126).

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 L. W. Slaughter, 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 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, 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 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 amounts so expended by the said party of the second part, his 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, wife of said, do hereby release and quit-claim unto the said heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Leon Pratt, his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said L. W. Slaughter, 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, I have hereunto set my hand on this the day and year first above written.

Leon Pratt (L. S.)

(L. S.)

**UNITED STATES OF AMERICA,**  
 Western District of  
 INDIAN TERRITORY  
 Tulsa 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 Leon Pratt 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 wife of said 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 9th day of February, 1902.  
 (SEAL) Wm. C. Rose Notary Public.  
 My commission expires July 2, 1902.

Filed for record Feb. 13, 1902, at 2 o'clock a. m.

Wm. C. Rose  
 Deputy Clerk & ex-officio Recorder.