

MORTGAGE OF REAL PROPERTY.

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THIS INDENTURE, Made this 23 day of Nov. A. D. 1906, between John H. Ross of Okla. & I. and Cynthia Ross his wife, and George W. Adams of Okla. & I., witnesseth, that

WHEREAS, the said John H. Ross and Cynthia Ross is justly indebted to the said George W. Adams in the sum of Eighty DOLLARS. (\$80.00) which is evidence by due certain promissory note of even date herewith, to-wit:

One note due Jan. 23 1906, for \$ 80.00; one note due 190 for \$
One note due 190 for \$ and one note due 190 for \$

NOW, THEREFORE, the said John H. Ross and Cynthia Ross 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 George W. Adams heirs and assigns forever, the following described real estate, to-wit:

Lot (13) Thirtee Block (9) nine Fairview addition to the City of Tulsa, I. T.

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 George W. Adams heirs and assigns and unto his 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, his 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, 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, Cynthia Ross wife of said John H. Ross do hereby release and quit-claim unto the said George W. Adams heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises

CONDITIONED, However, that if the said John H. Ross his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said George W. Adams 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 hands on this the day and year first above written.

John H. Ross (L. S.)
Cynthia Ross (L. S.)

UNITED STATES OF AMERICA,

INDIAN TERRITORY
Western 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 John H. Ross and Cynthia Ross to me known as the mortgagor in the foregoing instrument, and stated that they 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 Cynthia Ross wife of said John H. Ross 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 23 day of Nov. 1906

[SEAL] Western District Indian Territory Chas. H.aley Notary Public.
My commission expires June 27 1907

Filed for record Feb. 14 1907 at 3:30 o'clock P. m.

Chas. Linton
Deputy Clerk & Ex-officio Recorder

Signed and acknowledged before me this 23 day of Nov. 1906

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and sign this 14th day of Feb. 1907