

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 14th day of February A. D. 1907, between Melton J. Barker of first part and Ella Barker his wife, and Nellie Brown of second part, witnesseth, that

WHEREAS, the said Melton J. Barker is justly indebted to the said Nellie Brown in the sum of one hundred seventy five DOLLARS (\$ 175.00) which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due Feb. 14th 1907, for \$ 175.00; one note due 190 for \$ 190
One note due 190 for \$ 190 and one note due 190 for \$ 190

NOW, THEREFORE, the said Melton J. Barker and Ella Barker 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 Nellie Brown her heirs and assigns forever, the following described real estate, to-wit:

Lot number nine (9), in Block number ten (10), in Lindsay's Second Addition to the city of Tulsa, as shown by the plat thereof made by J. H. Patten.

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 Nellie Brown

her heirs and assigns and unto their own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said Melton J. Barker of the first part, covenant and agree with the said Nellie Brown 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 Nellie Brown of the second part her heirs and assigns in one or more insurance companies satisfactory to the said Nellie Brown of the second part, against fire, lightning or tornadoes. Should the Melton J. Barker of the first part make default in the performance of any of these stipulations, the said Nellie Brown of the second part may immediately perform and discharge the same, and all accounts so expended by the said Nellie Brown of the second part, beirs 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, Ella Barker wife of said Melton J. Barker do hereby release and quit-claim unto the said Nellie Brown her heirs and assigns, all my right, claim, or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Melton J. Barker his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Nellie Brown 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 day and year first above written.

Melton J. Barker (L. S.)

Ella Barker (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, Melton J. Barker 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 Ella Barker wife of said Melton J. Barker 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 home: 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 14 day of February 1907

(SEAL) Notary Public

My commission expires Sept. 9th 1908 B. P. Patten Notary Public.

Filed for record Feb. 15 1907 at 10:30 o'clock A. M.

Clas Linton
Deputy Clerk of Indian Recorder.