

MORTGAGE OF REAL PROPERTY.

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

THIS INDENTURE, Made this 11th day of February, A. D., 1902, between Benjamin J. Mauldin of Trust Co. Tulsa, I. T. and Polly A. Mauldin, his wife, and American Banking & Trust Co., witnesseth, that

WHEREAS, the said Benjamin J. Mauldin is justly indebted to the said American Banking & Trust Co. in the sum of Eight Hundred Tulsa and ten DOLLARS, (\$ 800.00) which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due February 11, 1902, for \$ 800.00; one note due 190 for \$

One note due 190 for \$ and one note due 190 for \$

NOW, THEREFORE, the said Benjamin J. Mauldin and Polly A. Mauldin 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 American Banking & Trust Co. heirs and assigns forever, the following described real estate, to-wit:

All of the East Half of the South east Quarter and the North West Quarter of the South East Quarter of Section Four in Township nineteen N, Range fourteen E (E 2 3 4 and NW 1 2 3 4 of 19 R 14) containing one Hundred twenty acres more or less by U. S. Survey.

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 American Banking & Trust Co. heirs and assigns and unto its 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 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. its heirs and assigns in one or more insurance companies satisfactory to the said party of the second part, against fire, lightning or tornadoes. Should the part 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 accounts so expended by the said party 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, Polly A. Mauldin wife of said Benjamin J. Mauldin, do hereby release and quit-claim unto the said American Banking & Trust Co. heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Benjamin J. Mauldin and Polly A. Mauldin their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said American Banking & Trust Co. its 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.

Benjamin J. Mauldin (L. S.)

Polly A. Mauldin (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 Benjamin J. Mauldin 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 Polly A. Mauldin wife of said Benjamin J. Mauldin 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 11th day of February, 1902.

[SEAL] Western District, I. T. T. S. Hurd Notary Public.

My commission expires Jan. 21, 1911

Filed for record Feb. 16, 1902 at 5 o'clock P. m.

Oliver Lorton
Deputy Clerk & ex-officio Recorder