

MORTGAGE OF REAL PROPERTY.

B. D. 121
P. L.
C. L.
C. D.
C. I.

THIS INDENTURE, Made this 19th day of February, A. D., 1907, between Ethel E. Gillies of Indian Territory and N. B. Gillies, husband his wife, and Bertie H. Crawford witnesseth, that

WHEREAS, the said Ethel E. Gillies and N. B. Gillies Parties of the first part are legally indebted to the said Bertie H. Crawford Party of the second part in the sum of Sixteen Hundred and Twenty DOLLARS (\$1620.00) which is evidence by three certain promissory note of even date herewith, to-wit:

One note due August 19th, 1907, for \$60.00 one note due February 19th, 1908, for \$60.00
One note due February 19th, 1908 for \$15.00 and one note due February 19th, 1908 for \$15.00

NOW, THEREFORE, the said Ethel E. Gillies and N. B. Gillies, her husband his wife, for the better securing the payment of the money aforesaid, with interest thereon according to the tenor and effect of said notes above mentioned, do hereby grant, bargain, sell and convey unto the said Bertie H. Crawford his heirs and assigns forever, the following described real estate, to-wit:

Lot Five (5) in Block one Hundred and Forty Six (146) and the South half (1/2) of Lot Six (6) in Block One Hundred and Forty Six (146) situate upon the original plat of the City of Tulsa as surveyed and recorded by the U. S. Government - the said real estate having a frontage of one hundred and fifty (150) feet on the east side of South Cincinnati Avenue - the South line of said property being one hundred (100) feet from Sixth (6th) Street, and the North line thereof being fifty (50) feet from Fifth (5th) Street - the said property extending back in even width of one hundred and fifty (150) feet for a distance of one hundred and forty (140) feet to alley.

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 Bertie H. Crawford his heirs and assigns unto her and their 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, his 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 parties 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 in case of foreclosure the said parties of the first part waive the statutory right of redemption.

And for the consideration aforesaid, and for divers other good and valuable considerations, I, N. B. Gillies, husband wife of said Ethel E. Gillies do hereby release and quit-claim unto the said Bertie H. Crawford his heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Ethel E. Gillies and N. B. Gillies, her husband their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Bertie H. Crawford his heirs, executors, or assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said notes, 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.

Ethel E. Gillies (L. S.)
N. B. Gillies (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 Ethel E. Gillies 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 N. B. Gillies, husband wife of said Ethel E. Gillies 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 19th day of February, 1907.
(SEAL) Western District Ind. Ter. Geo. W. Davis Notary Public.
My commission expires Sept. 18, 1908.

Filed for record Feb 19, 1907, at 2:45 o'clock P. M.
Oliver Linton
Deputy Clerk & Ex-officio Recorder.