

## MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 20th day of February, A. D., 1907, between Mathew Wilson of Indian Territory and Wealthy Wilson his wife, and J. B. Piersol, John W. Mitchell, P. J. Yeager, and J. C. Swearingen witnesses, that

WHEREAS, the said Mathew Wilson and Wealthy Wilson are justly indebted to the said J. B. Piersol, John W. Mitchell, P. J. Yeager, and J. C. Swearingen in the sum of Two Hundred and 100 DOLLARS (\$200.00) which is evidenced by four certain promissory notes of even date herewith, to-wit:

One note due Feb. 20, 1907 for \$ 50.00; one note due Feb. 20, 1907 for \$ 50.00  
One note due Feb. 20, 1907 for \$ 50.00, and one note due Feb. 20, 1907 for \$ 50.00

NOW, THEREFORE, the said Mathew Wilson and Wealthy Wilson 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 J. B. Piersol, John W. Mitchell, P. J. Yeager, and J. C. Swearingen their heirs and assigns forever, the following described real estate, to-wit:

All that part of Lot One (1) in Block One Hundred Sixty-nine (169) in the Town of Tulsa, Creek Nation, Indian Territory described as follows to-wit: Beginning at the North East corner of said lot, thence west along the north line of said lot to a point fifteen (15) feet east of the Northwest corner of said lot, thence south on a line parallel with the West side of said lot to a point fifteen (15) feet east of the Southwest corner of said lot, thence east on the south line of said lot to the South East corner of said lot, thence North on the east side of said lot to the place of beginning; subject to a mortgage of \$4,840.00 in favor of Ella Cummings dated Nov. 5, 1905, and filed Nov. 23, 1905, subject also to a mortgage of \$1,000.00 in favor of Ella Cummings dated Dec. 9, 1905 and filed Jan. 16, 1906.

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 J. B. Piersol, John W. Mitchell, P. J. Yeager, and J. C. Swearingen their heirs and assigns and unto 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 parties 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 parties of the second part, their heirs and assigns in one or more insurance companies satisfactory to the said parties 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 parties of the second part may immediately perform and discharge the same, and all accounts so expended by the said parties of the second part, heirs or assigns, in paying said taxes, insurance premiums, loans 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, Wealthy Wilson wife of said Mathew Wilson, do hereby release and quit-claim unto the said Mortgagees their heirs and assigns, all my right, claim, or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Mathew Wilson and Wealthy Wilson his wife their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Mortgagees their heirs, executors, 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.

Mathew Wilson (L.S.)

Wealthy Wilson (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 Mathew Wilson and Wealthy Wilson to me known as the mortgagors 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 Wealthy Wilson wife of said Mathew Wilson 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 20th day of February, 1907

(SEAL) Edw. W. Weston

A. C. Bradshaw Notary Public.

My commission expires Sept. 1, 1907

Filed for record Feb. 20, 1907, at 11 o'clock P. m.

Edw. W. Weston  
Notary Public