

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 2nd day of March, A. D. 1907, between Fredrick A. Miller of Indian Territory and J. H. McCarney his wife, and J. H. McCarney witnesseth, that

WHEREAS, the said Fredrick A. Miller is justly indebted to the said J. H. McCarney in the sum of Eight hundred DOLLARS (\$ 800.00) which is evidenced by a certain promissory note of even date herewith, to-wit:

One note due March 2, 1907, for \$ 800.00; one note due 190, for \$

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

NOW, THEREFORE, the said Fredrick A. Miller and

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. H. McCarney his heirs and assigns forever, the following described real estate, to-wit:

Part of Lot number (5) five, in block (42) Forty-two described as a part of land 90 feet by 140 feet having a frontage of 90 feet on Boston Avenue and a depth of 140 feet to alley adjoining North First Street with a uniform width of 90 feet in the town of Tulsa, Creek Nation, Indian Territory, according to the approved plat thereof

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. H. McCarney his heirs and assigns and unto his own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said party 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 and tornadoes. Should the party 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 amounts so expended by the said party 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, wife of said, do hereby release and quit-claim unto the said

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 Fredrick A. Miller his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. H. McCarney his 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, I have hereunto set my hand on this the day and year first above written.

Fredrick A. Miller (I. S.)

(L. S.)

UNITED STATES OF AMERICA,

Western District,
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 Fredrick A. Miller 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 wife of said 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 2nd day of March, 1907

(SEAL) Western District Indian Territory

H. W. Randolph Notary Public.

My commission expires August 20th, 1908

Filed for record Mar. 2, 1907, at 11:25 o'clock A. M.

Oliver Lorton
Deputy Clerk & Ex-officio Recorder