

MORTGAGE OF REAL PROPERTY.

187

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

THIS INDENTURE, Made this 2nd day of March A. D., 1907, between Matthe C. Gardner of Missouri and G. H. Gardner, his husband, his wife, and John I. Lay witnesseth, that

WHEREAS, the said Matthe C. Gardner and G. H. Gardner are justly indebted to the said John I. Lay in the sum of Two Hundred DOLLARS, (\$200) which is evidenced by three certain promissory notes, of even date herewith, to-wit:

One note due March 2nd, 1906, for \$200; one note due 190, for \$100; and one note due 190, for \$100.

NOW, THEREFORE, the said Matthe C. Gardner and G. H. Gardner his husband 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 John I. Lay his heirs and assigns forever, the following described real estate, to-wit:

all of Lots Five (5) and Six (6), Block Seven (7) in Lindsay's addition to the town of Tulsa, Tulsa County, Western District, Indian Territory according to the recorded plat of the aforesaid addition.

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 John I. Lay his 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, his 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, 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, G. H. Gardner, husband wife of said Matthe Gardner, do hereby release and quit-claim unto the said John I. Lay his heirs and assigns, all my right, claim or possibility of claim in and out of the aforesaid premises.

CONDITIONED, However, that if the said Matthe C. Gardner and G. H. Gardner his husband their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said John I. Lay 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, We have hereunto set our hand and seal on this the day and year first above written.

Matthe C. Gardner (L. S.)

G. H. Gardner (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 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 G. H. Gardner, husband wife of said Matthe Gardner to me well known, and to 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 claim 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

B. P. Potts Notary Public.

My commission expires September 9th, 1908.

Filed for record Mar 2, 1907 at 10:30 o'clock P. M.

Chas. Lorton
Deputy Clerk & ex-officio Recorder.