

COMPARE

No. 3054

191

# MORTGAGE OF REAL PROPERTY.

D. 7. 3.  
P. 1. 2. 3.  
C. L.  
C. D.  
C. I.

THIS INDENTURE, Made this 6th day of March A. D., 1907, between Lee Robinson of Indian Territory and Lela Robinson his wife, and Margaret Wilkinson a Washington, Wis witnesseth, that

WHEREAS, the said Lee Robinson is justly indebted to the said Margaret Wilkinson in the sum of Two Hundred DOLLARS, (\$200.00) which is evidenced by One certain promissory note of even date herewith, to-wit:

One note due Mar. 16, 1907 for \$ 200.00; one note due 190 for \$ 1  
One note due 190 for \$ 1 and one note due 190 for \$ 1

NOW, THEREFORE, the said Lee Robinson and Lela Robinson 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 Margaret Wilkinson her heirs and assigns forever, the following described real estate, to-wit:

Lot Nine (9) in Block Three (3) in Indian Addition to the Town of Tulsa, Indian Territory, same being located on that part of Lot 3 in Section One (1) Township nineteen (19) North Range twelve (12) East, which lies west of the right of Way of the Midland Valley Railroad, same being within the Cherokee Nation and the 6th Recording District of the Indian Territory.

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 Margaret Wilkinson her heirs and assigns and unto her 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, her 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, fees 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, Lela Robinson wife of said Lee Robinson do hereby release and quit-claim unto the said Margaret Wilkinson her heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises

CONDITIONED, However, that if the said Lee Robinson his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Margaret Wilkinson, her 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.

Lee Robinson (L. S.)  
Lee Robinson (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 Lee Robinson 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 Lela Robinson wife of said Lee Robinson 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 6th day of March 1907  
(SEAL) Notary District 22 B. F. Catlin Notary Public.  
My commission expires Sept 9th 1915

Filed for record Mar. 6 1907 at 2 o'clock P. m.

Oliver Linton  
Deputy Clerk & Ex. Officer Recorder.