

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this sixth day of March, A. D., 1902, between Georgia C. Thomas of Tulsa, S. I. and J. S. Thomas, her husband, his wife, and Tolbert Dickson of Tulsa, S. I. witnesseth, that

WHEREAS, the said Georgia C. Thomas is justly indebted to the said Tolbert Dickson in the sum of One Thousand DOLLARS, (\$1000) which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due on or before eight months after date 1902 for \$1000; one note due 1902 for \$1000 and one note due 1902 for \$1000

NOW, THEREFORE, the said J. S. Thomas and Georgia C. Thomas 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 Tolbert Dickson heirs and assigns forever, the following described real estate, to-wit:

East one-half (1/2) of lot two (2) in Block Eighty-eight (88) of the Town of Tulsa, Western District, Indian Territory being the east 25 feet of said lot.

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 Tolbert Dickson

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, 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 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, 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 diverse other good and valuable considerations, I

do hereby release and quit-claim unto the said

heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Georgia C. Thomas her heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Tolbert Dickson 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 hereto set our hand on this the day and year first above written.

Georgia C. Thomas (L. S.)

J. S. Thomas (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 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 Georgia C. Thomas wife of said J. S. Thomas to me well known, and in the absence of her said husband declared that she had, of her own free will, executed said mortgage 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 26th day of March, 1902.

(SEAL) Western District, Ind. Ter.

My commission expires August 26th, 1905.

H. W. Randolph Notary Public.

Filed for record May 7, 1902, at 5 o'clock P. M.

Oliver Linton
Deputy Clerk of the Office of the Recorder