

# MORTGAGE OF REAL PROPERTY.

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

THIS INDENTURE, Made this Sixth day of March A. D. 1902 between J. S. Thomas of Indian, D. I. and Georgia E. Thomas his wife, and Robert Dickson witnesseth, that

WHEREAS, the said J. S. Thomas is justly indebted to the said Robert Dickson in the sum of One thousand DOLLARS, (\$ 1,000.00) which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due on before eighteen months after date 1902 for \$ 1,000.00 and one note due 1902 for \$ 1,000.00

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

The West one half (1/2) of lot two Block Eighty Eight (88), of the Town of Tulsa, D. I. in the Western District Indian Territory being the West 22 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 J. 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 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 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 amounts 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, J. S. Thomas wife of said Georgia E. Thomas do hereby release and quit-claim unto the said Robert Dickson heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises

CONDITIONED, However, that if the said J. S. Thomas his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Robert Dickson 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 hands on this the day and year first above written.

J. S. Thomas (L. S.)  
Georgia E. 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 J. S. Thomas 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 E. 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 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 11th day of March 1902  
[SEAL] Western District, Ind. Ter. T. W. Randolph Notary Public.  
My commission expires August 20th 1903

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

Chas. Linton  
Deputy Clerk & ex-officio Recorder