

MORTGAGE OF REAL PROPERTY.

189

P. D. 32
C. L.
C. D.
C. I.

THIS INDENTURE, Made this 9th day of March A. D. 1902, between Samuel L. Patton, Tulsa, Ind. In. and (W. single man) his wife, and R. E. Sellers

WHEREAS, the said Samuel L. Patton is justly indebted to the said

R. E. Sellers

in the sum of Three Hundred six DOLLARS (\$306.00) which is

evidence by a certain promissory note of even date herewith, to-wit:

One note due March 9, 1902, for \$306.00; one note due 1902, for \$

One note due 1902, for \$ and one note due 1902, for \$

NOW, THEREFORE, the said Samuel L. Patton and

(W. single man)

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 R. E. Sellers

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

Lots seven (7) & eight (8) in Block nine (9) in Avenue addition to the City of Tulsa, Ind. In.

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 R. E. Sellers

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. If 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 accounts 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, 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 Samuel L. Patton, 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 Samuel L. Patton his

heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said R. E. Sellers 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.

Samuel L. Patton

(L. S.)

(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 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 9th day of March 1902

(SEAL) Western Dist Ind. Ter.

Frederick B. Magee

Notary Public.

My commission expires June 29, 1902

Filed for record Mar 9, 1902, at 10 o'clock A. M.

Oliver Patton

Deputy Clerk & Ex. Officer Recorder

For value received, I hereby release and quit-claim unto the said R. E. Sellers his heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

Signed and acknowledged before me April 2, 1902