

MORTGAGE OF REAL PROPERTY.

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THIS INDENTURE, Made this 11th day of July, A. D., 1906, between J. M. Garriott of Tulsa, D. T. and Ira M. Garriott, his wife, and Mary D. Kresger of Tulsa, D. T., witnesseth, that

WHEREAS, the said J. M. Garriott is justly indebted to the said Mary D. Kresger

in the sum of Two Hundred Eight DOLLARS, (\$208.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due July 11, 1906, for \$ 208.00 with interest at the rate of eight percent per annum
payable annually
 One note due July 11, 1906, for \$ 208.00 and one note due July 11, 1906, for \$ 208.00

NOW, THEREFORE, the said J. M. Garriott and Ira M. Garriott, 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 Mary D. Kresger her heirs and assigns forever, the following described real estate, to-wit:

The South forty (40) feet of Lot No. twenty-four (24) in Block No. Two (2) in the Oklahoma Addition to the City of Tulsa, Indian Territory.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Mary D. Kresger
 Signed and acknowledged before me July 17, 1906
W. A. Prater Notary Public
Register of Deeds

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 Mary D. Kresger 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 J. M. Garriott of the first part, covenant and agree with the said Mary D. Kresger 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 Mary D. Kresger of the second part, her heirs and assigns in one or more insurance companies satisfactory to the said Mary D. Kresger of the second part, against fire, lightning or tornadoes. Should the J. M. Garriott of the first part make default in the performance of any of these stipulations, the said Mary D. Kresger of the second part may immediately perform and discharge the same, and all accounts so expended by the said Mary D. Kresger 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, Ira M. Garriott wife of said J. M. Garriott do hereby release and quit-claim unto the said Mary D. Kresger her heirs and assigns, all my right, claim, or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said J. M. Garriott her heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Mary D. Kresger 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.

J. M. Garriott (L. S.)
Ira M. Garriott (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 Ira M. Garriott wife of said J. M. Garriott 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 18th day of July, 1906
(SEAL) Western District, Ind. Ter. Noble Mitchell Notary Public.
 My commission expires 7/2/09

Filed for record July 23, 1906, at 2:30 o'clock P. M.

Alta Linton
Deputy Clerk of ex-officio Recorder