

# MORTGAGE OF REAL PROPERTY.

201

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

THIS INDENTURE, Made this 11th day of March A. D., 1907, between Agnes Harris of Indian Territory and Sam Harris (Sam Cheestah), her husband and C. T. Singley, of Tulsa, Indian Territory witnesses, that

WHEREAS, the said Agnes Harris and Sam Harris are justly indebted to the said C. T. Singley in the sum of Three Hundred DOLLARS (\$300.00) which is

evidence by a certain promissory note of even date herewith, to-wit:  
One note due March 11 - 1907 for \$300.00 bearing interest at the rate of 8% per annum until paid  
One note due 1907 for \$       and one note due 1907 for \$      

NOW, THEREFORE, the said Agnes Harris and her husband, Sam Harris otherwise known as Sam Cheestah 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 C. T. Singley heirs and assigns forever, the following described real estate, to-wit:

the South Fifty (50) feet of Lot Four (4) in Block Twenty One in the City of Tulsa, Western District, Indian Territory according to the official survey thereof.

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 C. T. Singley his heirs and assigns and unto their 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, his 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, Sam Harris (Sam Cheestah), husband of said Agnes Harris do hereby release and quit-claim unto the said C. T. Singley his heirs and assigns, all my right, claim or possibility of damage in and out of the aforesaid premises.

CONDITIONED, However, that if the said Agnes Harris and Sam Harris, their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said C. T. Singley 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 hand and seal on this the day and year first above written.

Witness to same  
C. W. Hood  
R. P. Elliott

Agnes Harris (L.S.)  
Sam Harris (L.S.)  
mark (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 Agnes Harris and Sam Harris to me known as the mortgagors in the foregoing instrument, and stated that they 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 Agnes Harris wife of said Sam Harris 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 on this 11th day of March 1907

(SEAL) Western District, D. I.  
[Signature of Notary Commission not noted]  
Notary Public and for the Western District Indian Territory

Filed for record Mar 12 1907 at 2:55 o'clock P. M.

Chas. Eaton  
Deputy Clerk of the Western District