

MORTGAGE OF REAL PROPERTY.

FILED
C. L.
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THIS INDENTURE, Made this 8th day of March A. D., 1907, between A. J. Tannen, a single man and his wife, and J. J. Harbour witnesseth, that

WHEREAS, the said A. J. Tannen is justly indebted to the said

J. J. Harbour in the sum of Two hundred and twenty three DOLLARS, (\$ 223.00) which is evidence by 1st certain promissory note of even date herewith, to-wit:
One note due April 6, 1907 for \$ and one note due on the 8th day of each and every consecutive month thereafter until all are fully paid
One note due 1907 for \$ and one note due 1907 for \$

NOW, THEREFORE, the said A. J. Tannen, a single man and 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 J. J. Harbour his heirs and assigns forever, the following described real estate, to-wit:

Lot three (3) in Block One (1) in Harbour's Addition to the Town of Tulsa, Creek Nation Indian Territory according to the certified and dedicated plat 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 J. J. Harbour 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, 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 accounts expended by the said party of the second part, heirs or assigns, in paying said taxes, insurance premiums, loans 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, A. J. Tannen, do hereby release and quit-claim unto the said J. J. Harbour his heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said A. J. Tannen his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. J. Harbour his heirs, executors, or assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said note, then this instrument shall be void and of no force and effect.

IN TESTIMONY WHEREOF, I, A. J. Tannen have hereunto set my hand on this the day and year first above written.
A. J. Tannen (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 A. J. Tannen, a single man 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 as forth and solemnly so avowed.

And on the same day voluntarily appeared before me, the said J. J. Harbour wife of said A. J. Tannen 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 homeestead 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 13th day of March 1907.
(SEAL) Western District
My commission expires June 29 1908.
Geo. W. Mowbray Notary Public

Filed for record Mar, 14 1907, at 9:40 o'clock A. M.

Oliver Linton
Deputy Clerk & ex-officio Recorder

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