

MORTGAGE OF REAL PROPERTY.

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

THIS INDENTURE, Made this the 16th day of March, A. D. 1907, between William H. Wilkins, his wife, and Margaret L. Gray, witnesseth, that

WHEREAS, the said William H. Wilkins is justly indebted to the said

Margaret L. Gray in the sum of Five Hundred DOLLARS (\$500) which is evidence by her certain promissory note of even date herewith, to-wit:

One note due March 15th, 1907, for \$500, one note due 1907 for \$

One note due 1907 for \$ and one note due 1907 for \$

NOW, THEREFORE, the said William H. Wilkins 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 Margaret L. Gray

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

All of Lot One (1), Block fifty eight (58), in the town of Tulsa, Creek Nation, Western District, Indian Territory, according to the government plat of the aforesaid town.

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 Margaret L. Gray her heirs and assigns and unto their 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, their heirs and assigns 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 so 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, Barbara Wilkins wife of said William H. Wilkins, do hereby release and quit-claim unto the said Margaret L. Gray her heirs and assigns, all my right, claim, or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said William H. Wilkins his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Margaret L. Gray 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.

William H. Wilkins (L.S.)

Barbara Wilkins (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 William H. Wilkins 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 Barbara Wilkins wife of said William H. Wilkins 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 16th day of March, 1907

(SEAL) Western District Indian Territory B. A. Pettus Notary Public.

My commission expires September 9th, 1908

Filed for record Mar 18 1907 at 2 o'clock P. M.

Olis Lorton
Deputy Clerk & Ex-officio Recorder