

MORTGAGE OF REAL PROPERTY.

C. I. THIS INDENTURE, Made this 21st day of March, A. D. 1902, between Sophia Sykes of Iulsa, D. T. and R. C. Sykes her husband, in witnesseth, that

WHEREAS, the said Sophia Sykes and R. C. Sykes are justly indebted to the said
J. E. McGarrison
in the sum of Five Hundred Dollars DOLLARS (\$ 500.00) which is

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

One note due March 21st, 1902, for \$ 500.00 one note due 190 for \$ 100

One note due 190 for \$ 100 and one note due 190 for \$ 100

NOW, THEREFORE, the said Sophia Sykes and R. C. Sykes 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. E. McGarrison his heirs and assigns forever, the following described real estate, to-wit:

Lot Numbered Twelve (12) and Thirteen (13) in Block Numbered Seventeen (17) in
Ben's Addition to the Town of Iulsa, D. T., according to the official 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. E. McGarrison 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, his heirs and assigns in one or more insurance companies satisfactory to the said party of the second part, against fire, lightning and 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, his 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,

the said Sophia Sykes and R. C. Sykes do hereby release and quit claim unto the said J. E. McGarrison

all right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Sophia Sykes and R. C. Sykes their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. E. McGarrison 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 hands on this the day and year first above written.

Sophia Sykes (L. S.)

R. C. Sykes (L. S.)

UNITED STATES OF AMERICA,
Western District,
INDIAN TERRITORY
Wagon Wheel

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, Sophia Sykes and R. C. Sykes wife and husband to me known as the mortgagor, 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 Sophia Sykes wife of said R. C. Sykes 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 foregoing instrument of 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 21st day of March, 1902

(SEAL) Wagon Wheel, D. T. A. M. Rodolf Notary Public

My commission expires April 11th 1904

Filed for record Mar. 22, 1902, at 7 o'clock A. M.

Chas. Lorton
County Clerk & Ex-Officio Recorder

This mortgage was submitted in evidence to the County Clerk & Recorder of the Western District of Indian Territory, at Wagon Wheel, D. T., on March 21st, 1902, and was duly recorded in the office of the County Clerk & Recorder, and the original of this mortgage was returned to the mortgagor, Sophia Sykes and R. C. Sykes, on March 21st, 1902.