

MORTGAGE OF REAL PROPERTY.

NOTARY PUBLIC
H. S. COLISE
D. I.

THIS INDENTURE, Made this 11th day of March, A. D. 1907, between Henry Kniisel of Tulsa, Ind. Terr. and Nannie J. Kniisel, his wife, and H. S. Colise of Tulsa, Ind. Terr. witnesseseth, that

WHEREAS, the said Henry Kniisel and Nannie J. Kniisel is justly indebted to the said H. S. Colise

In the sum of Eleven hundred fifty seven and 25/100 DOLLARS. (\$1157.25) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due March 11, 1908, for \$1157.25, and one note due 190 for \$100

and one note due 190 for \$100

NOW, THEREFORE, the said Henry Kniisel and Nannie J. Kniisel 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 H. S. Colise, his heirs and assigns forever, the following described real estate, to-wit:

Situated in Tulsa Western District, Ind. Terr. All of lot number four & 12 in Block numbered Forty five & 15 in the town of Tulsa 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 H. S. Colise 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 part of the first part, covenant and agree with the said part 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 part of the second part, his heirs and assigns in one or more insurance companies satisfactory to the said part of the second part, against fire lightning or tornadoes. Should the part of the first part make default in the performance of any of these stipulations, the said part of the second part may immediately perform and discharge the same, and all accounts so expended by the said part 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, Nannie J. Kniisel wife of said Henry Kniisel, do hereby release and quit-claim unto the said H. S. Colise 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 Henry Kniisel and Nannie J. Kniisel their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said H. S. Colise 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 hereto set our hand and on this the day and year first above written.

Henry Kniisel (L. S.)

Nannie J. Kniisel (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 Henry Kniisel 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 Nannie J. Kniisel wife of said Henry Kniisel 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 home end 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 11th day of March, 1907

(SEAL) Western District, Tulsa, Ind. Terr. Robert B. Lynch Notary Public.

My commission expires 2/2/1910

Filed for record Mar 27, 1907, at 2:30 o'clock P. M.

Chas. Horton
Deputy Clerk & Ex. Officer Recorder.

For record within mortgage, and same is hereby released.
Signed and acknowledged before me Jan. 20-1909
H. S. Colise
Notary Public