

MORTGAGE OF REAL PROPERTY.

RECORDED
FEB 11 1907
C. C. C.

THIS INDENTURE, Made this 27th day of March, A. D., 1907, between Preston Cornelius husband and Margaret H. Cornelius his wife, and J. G. McGinnis witnesseth, that

WHEREAS, the said Preston Cornelius is justly indebted to the said J. G. McGinnis

in the sum of three thousand seven hundred and fifty five & 00/100 DOLLARS, (\$3,075.00) which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due June 29, 1906, for \$3,075.00; one note due 1906 for \$100
One note due 1906 for \$100 and one note due 1906 for \$100

NOW, THEREFORE, the said Preston Cornelius and Margaret H. Cornelius 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. G. McGinnis his heirs and assigns forever, the following described real estate, to-wit:

All of Lots Nos. Four (4), Five (5) and Six (6) in Block No. One Hundred Eighty (180) in the town of Tulsa, Creek Nation, Indian Territory according to the Official Plat and 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 J. G. McGinnis 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 parties 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 parties 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, 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, Margaret H. Cornelius wife of said Preston Cornelius his, do hereby release and quit-claim unto the said J. G. McGinnis 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 Preston Cornelius his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. G. McGinnis 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 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.
Preston Cornelius (L. S.)
Margaret H. Cornelius (L. S.)

UNITED STATES OF AMERICA,
Western District of
INDIAN TERRITORY
Western District
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 Preston Cornelius 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 Margaret H. Cornelius wife of said Preston Cornelius 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.

WITNES: my hand and seal as such Notary Public on this 27th day of March, 1907
(SHEAL) Western District, Indian Territory W. C. Rose Notary Public
My commission expires July 3, 1907

Filed for record Mar 30, 1907, at 2 o'clock P. M.
Chas. Linton
Deputy Clerk of the Office of the Recorder

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me J. G. McGinnis Notary Public