

MORTGAGE OF REAL PROPERTY.

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

THIS INDENTURE, Made this 14th day of April, A. D., 1907, between James E. Rogers and George W. Vance of Indian Territory and George Tailing his wife, and George Tailing witnesseseth, that

WHEREAS, the said James E. Rogers and George W. Vance is justly indebted to the said George Tailing

in the sum of _____ DOLLARS, (\$ _____) which is evidenced by four certain promissory note a of even date herewith, to-wit:

One note due in sixty days for \$1250.00; one note due in six months for \$1000.00.

One note due in fifteen months for \$1000.00 and one note due in twenty four months for \$325.00.

NOW, THEREFORE, the said James E. Rogers and George W. Vance and

George Tailing 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 George Tailing

his heirs and assigns forever, the following described real estate, to-wit: the Eastern Fifty (50) feet of Lot (11) in Block (2) in the City of Tulsa, D. I., and the more particularly described as follows: Beginning at the Southeast corner of Lot (11) in said Block (2); running thence in a Northerly direction along and parallel with Avenue C (the line of said Lot (11)) to a stake, thence in a southeasterly direction along the South line of the Alley Fifty (50) feet to a stake, thence in a southeasterly direction one hundred and forty (140) feet to a stake at the North edge of N. W. 1/4th Street thence along said Street in a Northerly direction Fifty feet (50) to the point of beginning.

One span of big black horses with harness and wagon, one fine and light wagon and harness.

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 George Tailing his heirs and assigns and unto _____ 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 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, 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 George Tailing do hereby release and quit claim unto the said

his heirs and assigns, all any right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said James E. Rogers and George W. Vance their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said George Tailing executors, administrators, or assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said notes, 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 day and year first above written.

James E. Rogers (I. S.)
George W. Vance (I. 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, James E. Rogers and George W. Vance to me known as the mortgagors 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 _____ wife of said _____ to me well known, and in the absence of her said husband declared that she had, of her own free will, executed said instrument 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 14th day of April, 1907.

(SEAL) Western District Ind. Ter.

My commission expires Sept. 14, 1908.

B. F. Patton Notary Public

Filed for record Apr. 24, 1907, at 5 o'clock P. M.

Chas. Linton
Deputy Clerk & Officer Recorder

For value received, this mortgage, and same is hereby released.

Signed and attested in presence of
James E. Rogers and George W. Vance
Apr. 17 - 1907 B. F. Patton