

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 12th day of April, A. D., 1907, between Charley Gipsen of Terre, I.T. and Alma Gipsen, his wife, and Geo. Wallach of Terre, I.T., witnesseth, that

WHEREAS, the said Charley Gipsen is justly indebted to the said Geo. Wallach

In the sum of Five Hundred DOLLARS, (\$ 500.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due Oct 12, 1907, for \$ 500.00; one note due 190 for \$ 190

NOW, THEREFORE, the said Charley Gipsen and Alma Gipsen 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 Geo. Wallach, his heirs and assigns forever, the following described real estate, to-wit:

All of the south sixty-six feet of lot five in Block Three in north Tulsa, addition to City of Tulsa, I.T. being sixty-six feet fronting on Boston Avenue and one hundred forty feet deep, being on corner of Boston & Sixth St.

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 Geo. Wallach his heirs and assigns unto their 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, 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, Alma Gipsen wife of said Charley Gipsen do hereby release and quit-claim unto the said Geo. Wallach, his heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises

CONDITIONED, However, that if the said Charley Gipsen his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Geo. Wallach, 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 hand and seal on this day and year first above written.

Alma Gipsen (L. S.)
Charley Gipsen (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 Charley Gipsen 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 Alma Gipsen wife of said Charley Gipsen 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: 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 N.P. on this 12th day of April, 1907.
(SEAL) not affixed J.B. Woodbury Notary Public.
My commission expires Sept 21st 1907

Filed for record Apr 12 1907 at 2:00 clock P. M. Wm. L. Lutz
Deputy U.S. Clerk and Ex-Officio Rec.