

MORTGAGE OF REAL PROPERTY.

P. L. C. S. C. I.

THIS INDENTURE, Made this 11th day of April, A. D., 1907, between Frank H. Jay of Tulsa, I. T. and Jessie Jay his wife, and Tulsa Addition Company, a corporation of Tulsa, I. T. witnesseth, that

WHEREAS, the said Frank H. Jay is justly indebted to the said Tulsa Addition Company in the sum of Five Hundred DOLLARS. (\$ 500.00) which is evidenced by a certain promissory note of even date herewith, to-wit:

One note due October 10, 1907, for \$ 500.00 one note due 190 for \$

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

NOW, THEREFORE, the said Frank H. Jay and Jessie Jay 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 Tulsa Addition Company, a corporation its heirs and assigns forever, the following described real estate, to-wit:

Lots Five (5), six (6), seven (7) in Block Forty-four (44) Lot Five in Block Forty-five (45) in the Owen Addition to the City of Tulsa, I. T.

Stipulation, It is agreed that upon payment of one-fourth of the amount of said note, the party of the second part shall release to the party of the first part, one of the above described lots, remaining lots to be released under same conditions.

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 Tulsa Addition Company, a corporation, its heirs and assigns unto its 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, 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, 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, Jessie Jay wife of said Frank H. Jay do hereby release and quit-claim unto the said Tulsa Addition Company, its heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises

CONDITIONED, However, that if the said Frank H. James, his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Tulsa Addition Company, its 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 the day and year first above written.

Frank H. Jay (L. S.)
Jessie Jay (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 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 Jessie Jay wife of said Frank H. Jay 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.

WITNESS my hand and seal as such Notary Public on this 11th day of April, 1907
(SEAL) Western District, I. T. W. L. McCluskey Notary Public.
My commission expires April 28th, 1907

Filed for record April 15, 1907, at 2 o'clock PM.

Otha Linton
Deputy U. S. Clerk and Co. Officer Rec.