

MORTGAGE OF REAL PROPERTY.

COMPAID

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

THIS INDENTURE, Made this 15th day of April, A. D., 1907, between Emma S. North of Tulsa, I.T. and E.N. North, her husband, his wife, and J.G. McGannon of Tulsa, I.T. witnesseth, that

WHEREAS, the said Emma S. North and E.N. North, her husband is justly indebted to the said J.G. McGannon in the sum of Fifteen Hundred DOLLARS. (\$ 1500.00) which is

evidence by one certain promissory note of even date herewith, to-wit:
One note due April 15, 1908, for \$ 1500.00, with interest at eight (8) percent, interest payable semi-annually in advance.
One note due 190, for \$ 1, and one note due 190, for \$ 1.

NOW, THEREFORE, the said Emma S. North and E.N. North, her husband 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. McGannon his heirs and assigns forever, the following described real estate, to-wit:

The south twenty five (25) feet of lot one (1) and the north twelve and one half (12 1/2) feet of lot two (2), in block one hundred, sixty four (164) in the original town of Tulsa, Indian Territory.

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. McGannon 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 E.N. North of the first part, covenant and agree with the said J.G. McGannon 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 J.G. McGannon of the second part, his heirs and assigns in one or more insurance companies satisfactory to the said J.G. McGannon of the second part, against fire, lightning or tornadoes. Should the said E.N. North of the first part make default in the performance of any of these stipulations, the said J.G. McGannon of the second part may immediately perform and discharge the same, and all accounts so expended by the said J.G. McGannon 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, E.N. North, husband wife of said Emma S. North do hereby release and quit-claim unto the said J.G. McGannon his heirs and assigns, all my right, claim or possibility of any in and out of the aforescribed premises.

CONDITIONED, However, that if the said Emma S. North and E.N. North, her husband their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J.G. McGannon 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 at on this the day and year first above written.

Emma S. North (L.S.)
E.N. North (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, Emma S. North to me known as the mortgagor. In the foregoing instrument, and stated that she 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 E.N. North, husband wife of said Emma S. North 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 any and homestead any 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 on this 15th day of April, 1907.
[SEAL] Western District, I.T. Henry L. Reed Notary Public.
My commission expires February 15, 1910.

Filed for record April 19, 1907 at 11 o'clock a.m.
Odio Sartore
Deputy U.S. Clerk and ex-officio Rec.