

P.D. 22-1-1  
P.L.  
C.L.  
C.D.  
C.I.

WHEREAS, the said Bella Cummings and T. Alton Cummings her husband are justly indebted to the said Mary Cummings in the sum of Three Hundred Fifty and No/100 DOLLARS (\$350.00) which is evidenced by one certain promissory note of even date herewith, to-wit:

NOW, THEREFORE, the said Ella Cummings and Alonso Cummings her husband ~~his wife~~, for the better securing the payment of the money aforesaid, with interest according to the tenor and effect of said note above mentioned, do hereby grant, bargain, sell and convey unto the said Mary Carmody ~~her~~ heirs and assigns forever, the following described real estate, to-wit:

Lot One (1) and the east half (1/2) of Lot Two (2) both in Block One hundred and sixty eight (168) of the Town of Tulsa, Creek Nation Indian Territory, according to the official survey.

with all the improvements thereon at the present time, or that hereafter ~~may~~<sup>may</sup> 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 Mary Carmody  
her heirs and assigns and unto them 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, 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 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 amounts 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, F. Alonzo Cummings  
 husband of said Bella Cummings, do hereby release and quit-claim unto the said Mary Carmody  
her heirs and assigns, all my right, claim or possibility of ~~claim~~ <sup>curtesy</sup> in and out of the foredescribed premises.

CONDITIONED. However, that if the said ella hummings, her heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said mary carmady her executors, administrators, or assigns, the aforesaid sum of money, ~~with interest thereon~~, according to the tenor of said note then, then this instrument shall be void otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, us have hereunto set our hand s on this the day and year first above written.

*Elia leucominga* (L. S.)

*F. Alonzo Jennings* (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 \_\_\_\_\_ *ella Cummings*  
to me known as the mortgagor, in the foregoing instrument, and stated that s/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 H. Abrego Lirumming, husband wife of said Ellen Lirumming 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 down <sup>quietly</sup> 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 10th day of January 1906  
 (SEAL) Sub. T. W. L. Edward B. Bell Notary Public

My commission expires Aug. 30 - 1946

Filed for record July 30, 1906, at 4:45 o'clock P. M. Chas. Linton  
Deputy Clerk and Ex-officio Recorder