

MORTGAGE OF REAL PROPERTY.

CONFIRMED

257

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

THIS INDENTURE, Made this 26th day of April, A.D., 1907, between Black, Britt (unmarried) of Harrodsburg, Mo and his wife, and M.P. Harris of _____, witnesseth, that

WHEREAS, the said Leila R. Britt is justly indebted to the said M.P. Harris in the sum of One Thousand DOLLARS, (\$ 1000), which is evidence in one certain promissory note of even date herewith, to-wit:

One note due April 26, 1907, for \$ 1000, said note being payable at office of Arthur Croger, Harrodsburg, Mo., and bears interest at the rate of 7% per annum
 One note due _____, 1907, for \$ _____, and one note due _____, 1907, for \$ _____

NOW, THEREFORE, the said Leila R. Britt and her 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 M.P. Harris heirs and assigns forever, the following described real estate, to-wit:

The East 40 feet of Lot Six Block Two (2) and all of Lot Seven Block Two (2) and the West 50 feet of Lot Eight Block Two (2) making a plot of ground 150 by 140 feet all situate in the town of Tulsa, Western District of the 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 M.P. Harris heirs and assigns unto her own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said Leila R. Britt of the first part, covenant and agree with the said M.P. Harris 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 M.P. Harris of the second part, heirs and assigns in one or more insurance companies satisfactory to the said M.P. Harris 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 M.P. Harris of the second part may immediately perform and discharge the same, and all accounts so expended by the said M.P. Harris 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, the said Leila R. Britt wife of said Leila R. Britt do hereby release and quit-claim unto the said M.P. Harris heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Leila R. Britt heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said M.P. Harris 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, I have hereunto set my hand on this the day and year first above written.

Leila R. Britt (L.S.)

State of Missouri, ss.
County of Cass
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 Cass County, Missouri aforesaid, duly commissioned and acting, Leila R. Britt 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 Leila R. Britt wife of said Leila R. Britt 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 26th day of April, 1907.

(SEAL) Chris Gentry, Missouri Arthur Croger Notary Public.
 Term March 22 1909

Filed for record April 27 1907, at 10 o'clock P.M.

Ohio Latham
 Deputy U.S. Clerk and Ex. Officer Rec.