

# MORTGAGE OF REAL PROPERTY.

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P. D. 22  
F. 1022  
C. L.  
C. D.  
C. I.

THIS INDENTURE, Made this 25th day of May, A. D., 1907, between A. S. Wells of Indian Territory and Hulda B. Wells, his wife, and Minna Willhelm of Indian Territory, witnesseth, that

WHEREAS, the said A. S. Wells and Hulda B. Wells are justly indebted to the said Minna Willhelm in the sum of Seven Hundred and no/100 DOLLARS (\$ 700.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due on or before one year after date for \$700.00 1907 for \$700.00  
One note due 1907 for \$700.00 and one note due 1907 for \$700.00

NOW, THEREFORE, the said A. S. Wells and Hulda B. Wells 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

Minna Willhelm her heirs and assigns forever, the following described real estate, to-wit:  
The southerly seventy (70) feet of the Westerly forty (40) feet of Lot Three (3) in Block One Hundred, Eighty four (184) in the 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 Minna Willhelm her heirs and assigns and unto her own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said A. S. Wells of the first part, covenant and agree with the said Minna Willhelm 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 Minna Willhelm of the second part, heirs and assigns in one or more insurance companies satisfactory to the said Minna Willhelm of the second part, against fire, lightning or tornadoes. Should the A. S. Wells of the first part make default in the performance of any of these stipulations, the said Minna Willhelm of the second part may immediately perform and discharge the same, and all accounts so expended by the said Minna Willhelm 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, Hulda B. Wells wife of said A. S. Wells, do hereby release and quit-claim unto the said Minna Willhelm, her heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said A. S. Wells and Hulda B. Wells, their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Minna Willhelm, her heirs, 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 on this the day and year first above written.

A. S. Wells (L. S.)  
Hulda B. Wells (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, A. S. Wells and Hulda B. Wells to me known as the mortgagor, in the foregoing instrument, and stated that they 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 Hulda B. Wells wife of said A. S. Wells 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 on this 25th day of May, 1907.  
(SEAL) Arthur Farmer Notary Public.  
My commission expires Jan. 19 1909

Filed for record May 25 1907 at 4:00 o'clock P. M.  
Otis Sinton  
Deputy U.S. Clerk & Officer in Charge