

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 16th day of May, A. D. 1907, between Margaret Repp of Tulsa, Ind. Ter. and H. A. Repp, her husband and Lee Clinton of Tulsa, Ind. Ter. witnesseth, that

WHEREAS, the said Margaret Repp is justly indebted to the said Lee Clinton,

in the sum of six hundred DOLLARS (\$600.00), which is evidence of by a certain promissory note of even date herewith, to-wit:

One note due July 16, 1907, for \$600.00; one note due _____, 190____, for \$_____
One note due _____, 190____, for \$_____, and one note due _____, 190____, for \$_____.

NOW, THEREFORE, the said Margaret Repp and H. A. Repp, her husband do hereby grant, bargain, sell and convey unto the said Lee Clinton heirs and assigns forever, the following described real estate, to-wit:

Lot #8 in block 6 in Lindsay's addition to the City of Tulsa, Ind. Ter. according to the official plat on file also all of lots 12 & 13 in block number 26 in the Gullette & Hall addition to Tulsa, Ind. Ter. said lot being deeded to "Margaret" Repp.

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 Lee Clinton heirs and assigns unto his own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said Margaret Repp of the first part, covenant and agree with the said Lee Clinton 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 Lee Clinton of the second part, his heirs and assigns in one or more insurance companies satisfactory to the said Lee Clinton of the second part, against fire, lightning or tornadoes. Should the part of the first part make default in the performance of any of these stipulations, the said Lee Clinton of the second part may immediately perform and discharge the same, and all accounts so expended by the said Lee Clinton of the second part, his 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, Margaret Repp wife of said H. A. Repp, do hereby release and quit claim unto the said Lee Clinton heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Margaret Repp heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Lee Clinton, 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 on this the day and year first above written.

Margaret Repp (L. S.)
H. A. Repp (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 Margaret Repp 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 H. A. Repp husband of said Margaret Repp 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 County 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 16th day of May, 1907.

(SEAL) Lee Clinton

My commission expires Commission not mentioned

Filed for record May 28, 1907, at 12 o'clock P. M.

Lee Clinton
Notary Public