

## MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 31st day of May, A. D., 1907, between A. S. Harbour, a single and unmarried man, his wife, and

of Tulsa, Ind. Ter., witnesseth, that  
 WHEREAS, the said A. S. Harbour, a single and unmarried man is justly indebted to the said Barrie E. Ostrander  
 in the sum of Three Hundred DOLLARS (\$ 300.00.) which is  
 evidenced by one certain promissory note of even date herewith, to-wit:

One note due May 31st, 1910, for \$ 300.00; one note due 190, for \$ 190.

One note due 190, for \$ 190; and one note due 190, for \$ 190.

NOW, THEREFORE, the said A. S. Harbour, a single and unmarried man and 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 Barrie E. Ostrander, her

heirs and assigns forever, the following described real estate, to-wit:  
all of Lot One (1) in Block One (1) in Harbour addition to the city of Tulsa, Indian Territory, as shown by the recorded plat and survey thereof, now on file in the office of the Clerk of the United States Court, within and for the Western District, Indian Territory at Tulsa.

Privilege is given to said Harbour, to pay this note and mortgage any time after one year from this date at any interest payment time.

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 Barrie E. Ostrander 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 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, her heirs and assigns in one or more insurance companies satisfactory to the said party 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 party of the second part may immediately perform and discharge the same, and all accounts 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, wife of said do hereby release and quit-claim unto the said Barrie E. Ostrander her heirs and assigns, all my right, claim, or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said A. S. Harbour, a single and unmarried man her heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Barrie E. Ostrander her heirs, executors, 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, A. S. Harbour, have hereunto set my hand, on this the day and year first above written.

(I. S.)

(I. 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. Harbour, a single to me known as the mortgagor, in the foregoing instrument, and stated that 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 wife of said 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 this 31 day of May, 1907.

(SEAL) Western Dist. I. T. H. B. Crewson Notary Public.

My commission expires Sept 27, 1910.

Filed for record May 31, 1907, at 9 o'clock P. M.

Attorney  
Deputy U.S. Clerk & Ex. Officer Rec.

For value received, I acknowledge the execution and delivery of this mortgage, and same is hereby released.

Signed and acknowledged before me May 13-1907