

MORTGAGE OF REAL PROPERTY.

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THIS INDENTURE, Made this 28th day of May A.D. 1907, between Harry Gilbert of Tulsa, Indian Territory and Clara Gilbert his wife, and

WHEREAS, the said Harry Gilbert, & Clara Gilbert is justly indebted to the said Carrie C. Ostrander, of Tulsa, Indian Territory in the sum of Eighteen hundred DOLLARS (\$1,800.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due May 28th, 1910, for \$1,800.00, and one note due May 28th, 1910, for \$1,800.00

NOW, THEREFORE, the said Harry Gilbert and Clara Gilbert 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 Carrie C. Ostrander, and her, heirs and assigns forever, the following described real estate, to-wit:

The south one half of Lot Eight (8) in Block nine (9) in the City of Tulsa, Western District, Indian Territory, according to the Government Survey, and plat thereof.

TO HAVE AND TO HOLD the above granted, bargained, and described premises unto the said Carrie C. Ostrander, heirs and assigns and unto her own proper use, benefit and behoof forever.

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

CONDITIONED, However, that if the said Harry Gilbert, and Clara Gilbert heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Carrie C. Ostrander, her 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.
Harry Gilbert (L.S.)
Clara Gilbert (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 Harry Gilbert 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 Clara Gilbert wife of said Harry Gilbert 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 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 31 day of May 1907
[SEAL] Western Dist. I.T. D. B. Crossman Notary Public
My commission expires Dec 27 1910

Filed for rec rd May 31 1907 at 12 o'clock a.m.
Otis Lorton
Deputy U.S. Clerk & Office Rec.

For value received, I acknowledge satisfaction and payment in full of the within mortgage and same is hereby released.

Carrie C. Ostrander
May 14 1907
Notary Public