

KODAK SAFETY FILM

264

4614 COMPARTMENTS
MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 31st day of May A. D., 1907, between J. J. Harbour of Indian, Ind. Terr. and Francis J. Harbour his wife, and

of Indian, Ind. Terr. witnesseth, that
WHEREAS, the said J. J. Harbour and Francis J. Harbour is justly indebted to the said Carric E. Ostrander

in the sum of seventeen hundred DOLLARS, (\$ 1,700.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due May 31, 1910, for \$ 1,700.00, one note due _____, for \$ _____
One note due _____, 19 , for \$ _____, and one note due _____, 19 , for \$ _____

NOW, THEREFORE, the said J. J. Harbour and Francis J. Harbour 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 Carric E. Ostrander, her

heirs and assigns forever, the following described real estate, to-wit:
All of Lots One (1) Two (2) Three (3) Four (4) Five (5) six (6) in Block Two (2) and Lot Two (2) in Block One (1) and Lots Two (2) Three (3) Four (4) Five (5) and six (6) in Block Three (3) all in Harbour Addition to the City of Tulsa, Ind. Terr. as shown by the recorded plat and survey now on file in the Clerk's office of the United States Court, within and for the Western District, Indian Territory of Tulsa, Oklahoma in given said J. J. Harbour to sell any of the above described lots at any price agreed upon between all parties hereto, and apply the proceeds upon the payment of this note and mortgage and the same when released from this mortgage.
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 Carric 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 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 her 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 part 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, I, Francis J. Harbour wife of said J. J. Harbour do hereby release and quit-claim unto the said Carric 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 J. J. Harbour and Francis J. Harbour, their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Carric E. Ostrander 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 day and year first above written.
J. J. Harbour
Francis J. Harbour

UNITED STATES OF AMERICA,
WESTERN DISTRICT,
INDIAN TERRITORY

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public for the Western District of Indian Territory aforesaid, duly commissioned and acting, and known as the mortgagor, in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned, and

And on the same day voluntarily appeared before me, the said Francis J. Harbour wife of said J. Harbour, to me well known, and in the absence of her said husband declared that she had, of free will, executed said deed and signed and sealed the relinquishment of dower and homestead said mortgage for the consideration and purposes herein

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] Metron Dist. D. H. 10 B. Brownson Notary Public.
My commission expires Sept. 27, 1910.

Filed for record May 31, 1907, at 3 o'clock P. M.
Wm. Linton
Ex. U.S. Clerk & Co. Officers Rec.

Partial Release
For value received, I acknowledge satisfaction and payment in full of the
within mortgage, and same is hereby released, only as to Lots 4 & 5 Block 2
Carric E. Ostrander
Signed and acknowledged before me
May 31 1907 at 2:30 P.M.
Carric E. Ostrander
Notary Public

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For value received, I acknowledge satisfaction and payment in full of the
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Carric E. Ostrander
Signed and acknowledged before me
May 31 1907
Carric E. Ostrander
Notary Public