

# MORTGAGE OF REAL PROPERTY.

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THIS INDENTURE, Made this 3rd day of May, A. D., 1907, between Lindsay Kirkland of Indian Territory, and Maudie Kirkland his wife, and Farmers National Bank witnesseth, that

WHEREAS, the said Lindsay and Maudie Kirkland is justly indebted to the said Farmers National Bank in the sum of One Thousand DOLLARS (\$ 1,000.00) which is evidence by their certain promissory note of even date herewith, to-wit:

One note dated 5/3/ 1907 for \$ 1,000.00, one note due 11/3/ 1907 for \$         
One note due        190       for \$        and one note due        190       for \$       

NOW, THEREFORE, the said Lindsay Kirkland and Maudie Kirkland 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 Farmers National Bank heirs and assigns forever, the following described real estate, to-wit:

all of Lots (4) four and (5) five in Block twenty (20) north, Tulsa, I.T. according to Government survey thereof.

TO HAVE AND TO HOLD the above granted, bargained, and described premises unto the said Farmers National Bank, Tulsa, I.T. heirs and assigns and unto        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 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, Maudie Kirkland wife of said Lindsay Kirkland do hereby release and quit-claim unto the said Farmers National Bank heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Lindsay and Maudie Kirkland their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Farmers National Bank 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 and seal on this day and year first above written.  
Lindsay Kirkland (L.S.)  
Maudie Kirkland (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 Maudie Kirkland 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 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 Officer on this 9 day of May 1907  
(SEAL) L. D. Mason Notary Public.  
My commission expires June 18 1910

Filed for record May 13 1907 at 3:40 o'clock P. m.  
Chas. S. Saylor  
Deputy U.S. Clerk & ex-officio

I, Andrew C. Crassey, Notary Public, do hereby certify that the foregoing instrument was duly executed before me by the parties herein named, and that the same is a true and correct copy of the original as the same was presented to me for filing and recording, and that the same is a true and correct copy of the original as the same was presented to me for filing and recording, and that the same is a true and correct copy of the original as the same was presented to me for filing and recording.