

MORTGAGE OF REAL PROPERTY.

P. P. M.
C. L.
C. D.
C. I.

THIS INDENTURE, Made this 17th day of May A. D. 1907, between Benjamin E. Burgess of Tulsa, Indian Territory and Lydia E. Burgess his wife, and The Cherokee Company of Tulsa, Okla., witnesseth, that

WHEREAS, the said Benjamin E. Burgess is justly indebted to the said The Cherokee Company 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 Nov. 17th 1907, for \$200.00; one note due 190 for \$100

One note due 190 for \$100 and one note due 190 for \$100

NOW, THEREFORE, the said Benjamin E. Burgess and Lydia E. Burgess 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 The Cherokee Company their heirs and assigns forever, the following described real estate, to-wit:

Lots 23 and 24 in Block Nine (9) of the Lynch and Tawny's Addition to Tulsa, Indian Territory

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 The Cherokee Company its successors heirs and assigns unto its own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said parties 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, 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, Lydia E. Burgess, wife of said Benjamin E. Burgess, do hereby release and quit-claim unto the said The Cherokee Company heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Benjamin E. Burgess his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said The Cherokee Company 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 other wise to remain in full force and effect.

IN TESTIMONY WHEREOF, We have hereunto set our hand and seal on this the day and year first above written.

Benjamin E. Burgess (L. S.)
Lydia E. Burgess (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, Benjamin E. Burgess 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 Lydia E. Burgess wife of said Benjamin E. Burgess 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 on this 17th day of May 1907

(SEAL) Western Dist. I. T.

My commission expires Dec. 15 1907

Filed for rec. to May 17 1907 at 3:45 clock P. M.

Otis Horton
Deputy Clerk & Ex. Officer Rec.