

## MORTGAGE OF REAL PROPERTY.

P.D. 22  
C.L.  
C.D.  
C.I.

THIS INDENTURE, Made this 20th day of April 1907, between G. B. Berlin and Marie A. Berlin, his wife, and Allie Swengel, witnesseth, that

WHEREAS, the said G. B. Berlin is justly indebted to the said Allie Swengel in the sum of Fifteen hundred DOLLARS (\$ 15.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due 1907 for \$ 1500.00, one note due 1907 for \$ 1500.00, and one note due 1907 for \$ 1500.00

NOW, THEREFORE, the said G. B. Berlin and Marie A. Berlin 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 Allie Swengel their heirs and assigns forever, the following described real estate, to-wit:

Lot Three (3) in Block one hundred and Twenty six (126) in city of Tulsa Indian Territory according to government plat and survey thereof

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 Allie Swengel 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 G. B. Berlin and Marie A. Berlin do hereby covenant and agree with the said Allie Swengel 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 Allie Swengel her heirs and assigns in one or more insurance companies satisfactory to the said Allie Swengel against fire, lightning or tornadoes. Should the said Allie Swengel make default in the performance of any of these stipulations, the said G. B. Berlin and Marie A. Berlin may immediately perform and discharge the same, and all accounts so expended by the said G. B. Berlin and Marie A. Berlin 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, Marie A. Berlin wife of said G. B. Berlin, do hereby release and quit-claim unto the said Allie Swengel 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 G. B. Berlin and Marie A. Berlin their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Allie Swengel 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 hands on this the day and year first above written.

G. B. Berlin (L.S.)

Marie A. Berlin (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 G. B. Berlin 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 Marie A. Berlin wife of said G. B. Berlin 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 20th day of April 1907.  
(SEAL) Western Dist. I.T. Phil C. Kramer Notary Public.

My commission expires June 19th 1909

Filed for record May 23 1907, at 1 o'clock P.M.

Otis Horton  
Deputy Clerk & Ex. Officer