

MORTGAGE OF REAL PROPERTY.

10340

THIS INDENTURE, made this 17th day of June A.D. 1907, between Lina Henry of Tulsa Indian Territory, and G.W. Henry her husband, his wife, and John O. Mitchell of Tulsa Indian Territory, witnesseth that

WHEREAS, the said G.W. Henry John O. Mitchell is justly indebted to the said in the sum of Nine Hundred and 00/100 DOLLARS, (\$ 900⁰⁰) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due Dec 16th 1907, for \$ 900⁰⁰; one note due 1908 for \$ 100⁰⁰

One note due 1909 for \$ 100⁰⁰, and one note due 1910 for \$ 100⁰⁰.

NOW, THEREFORE, the said Lina Henry G.W. Henry her husband, 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 John O. Mitchell heirs and assigns forever, the following described real estate, to-wit:

all of the north half of lot numbered two in block numbered one hundred forty five in the City of Tulsa Western Judicial District, Indian Territory, according to the official plat thereof, the intention being that this instrument shall operate as a second mortgage and be subject to a first mortgage on the above described premises of date April 10th 1906 for 1000⁰⁰ running to Eliza Amerson 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 John O. Mitchell his heirs and assigns and unto his own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said party 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, his heirs 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, claims 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, G.W. Henry, husband of said Lina Henry, do hereby release and quit-claim unto the said John O. Mitchell his heirs and assigns, all my right, claim or possibility of power in and out of the aforescribed premises.

CONDITIONED, However, that if the said Lina Henry or G.W. Henry their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said John O. Mitchell his heirs, executors, 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.

Lina Henry (L.S.)
G.W. Henry (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 to me known as the mortgagor, in the foregoing instrument, and stated that he had executed the same for the consideration and purposes herein mentioned, and set forth.

And on the same day voluntarily appeared before me, the said Lina Henry, wife of said G.W. Henry, to me well known, and in the course whereof she declared that she had, of her own free will, executed said deed and signed and sealed the relinquishment of her homestead said mortgage for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her agent, teacher.

WITNESS my hand and seal as such Notary on this 17th day of June 1907.

[SAL] Tulsa Indian Territory W. D. Abbott Notary Public.

My commission expires December 18, 1907.

Filed for rec'd. June 17 1907 at 2 o'clock P.M.

Ola Linton
Dep. Clerk

Crossed Record