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WHEREAS, the said H. W. Henry is justly indebted to the said John O. Mitchell &

One note due Dec 16th 1907 for \$ 70000; one note due _____ 190_____ for \$ _____

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

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 \$10000 running to Eliza Amerine 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.

AND WHEREAS, For the further security of said indebtedness, the said part 1 of the first part, covenant and agree with the said part 2 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 2 of the second part, heirs and assigns in one or more insurance companies satisfactory to the said part 1 of the second part, against fire, lightning or tornadoes. Should the part 1 of the first part make default in the performance of any of these stipulations, the said part 2 of the second part may immediately perform and discharge the same, and all accounts so expended by the said part 1 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 hereon be 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.

CONDITIONED, However, that if the said Liza Henry or S. W. Henry their
 heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said John A. McCall his
 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.

Julia Henry (L.S.)
 G. W. Henry (L.S.)

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 Lawrence Henry to me known as the mortgagor _____ in the foregoing instrument, and stated that She had executed the same for the consideration and purposes there mentioned: and set forth.

And on the same day voluntarily appeared before me, the said E. W. Henry Lusk wife of said Lena Henry to me well known, and in the presence of her said husband declared that she had, of her own free will, executed said deed and signed and sealed the relinquishment of claim and homestead 1 said mortgage for the consideration and purposes therein contained and set forth, without compulsion or under influence of her said husband.

WITNESS my hand and seal as such Notary on this 17 day of June 1908
 (SEAL) Frances D. Smith W.D. Abbott Notary Public.
 My commission expires December 8, 1908

Filed for rec. rd. June 17 1941 at 2:30 o'clock 9 m. Dis. Lorton
Dep. Clerk
Erastio Rec.