

MORTGAGE OF REAL PROPERTY

FD-202
CIVIL
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C.D.
C.T.

THIS INDENTURE, Made this 23rd day of July, A. D., 1906, between J. Gus Patton

of Tulsa, Ind. Ter. and Brellia E. Patton, his wife, and E. B. Petty of H. Smith Ark., witnesseth, that

WHEREAS, the said J. Gus Patton is justly indebted to the said

in the sum of Eleven Hundred DOLLARS (\$1100.00) which is evidence by C.M. certain promissory note of even date herewith, to-wit:

One note due 23rd day of July, 1906, for \$1100.00; one note due 190, for \$190; and one note due 190, for \$190

NOW, THEREFORE, the said J. Gus Patton and

Brellia E. Patton 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 E. B. Petty heirs and assigns forever, the following described real estate, to-wit:

South One half (1/2) of Lot three (3) in Block One Hundred and Twenty nine (129) in the City of Tulsa, Ind. Ter., according to the United States Survey & Plat 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 E. B. Petty 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, 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, Brellia E. Patton wife of said J. Gus Patton, do hereby release and quit-claim unto the said E. B. Petty his heirs and assigns, all my right, claim, or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said J. Gus Patton his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said E. B. Petty 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.

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

J. Gus Patton (L. S.)

Brellia E. Patton (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 J. Gus Patton 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 Brellia E. Patton wife of said J. Gus Patton 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 officer on this 23rd day of July, 1906

[SEAL] Western Dist. I.T.

Benjamin F. Rice, Jr. Notary Public

My commission expires May 18, 1908

Filed for record Aug 9, 1906, at 2:15 o'clock P. M.