

## MORTGAGE OF REAL PROPERTY.

RECEIVED  
JUN 28 1907  
CLERK OF DISTRICT COURT  
INDIAN TERRITORY

THIS INDENTURE, Made this 28<sup>th</sup> day of June A. D. 1907, between Wm. P. Piche  
Tulsa, I. T. and Mollie E. Piche his wife, and Wm. Harner  
of Tulsa, I. T. witnesseth, that

WHEREAS, the said Wm. P. Piche and Mollie E. Piche are  
Wm. Harner

in the sum of Eight Hundred DOLLARS. (\$ 800.00) which is  
evidence by one certain promissory note of even date herewith, to-wit:

One note due Dec 28<sup>th</sup> 1907 for \$ 800.00; one note due \_\_\_\_\_ 1907 for \$ \_\_\_\_\_

One note due \_\_\_\_\_ 1907 for \$ \_\_\_\_\_ and one note due \_\_\_\_\_ 1907 for \$ \_\_\_\_\_

NOW, THEREFORE, the said Wm. P. Piche and Mollie E. Piche and

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 W. M. Harner  
his heirs and assigns forever, the following described real estate, to-wit:

Lot numbered one in Block numbered two in the Friend and Bullette Addition to Tulsa, I. T. according to the recorded 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 Wm. Harner  
his heirs and assigns unto his own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part of the first part, covenant and agree with the said part 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 of the second part, heirs and assigns in one or more insurance companies satisfactory to the said part of the second part, against fire lightning or tornadoes. Should the part of the first part make default in the performance of any of these stipulations, the said part of the second part may immediately perform and discharge the same, and all accounts so expended by the said part of the second part, heirs or assigns, in paying said taxes, insurance premiums, fees 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, Mollie E. Piche  
wife of said Wm. P. Piche, do hereby release and quit-claim unto the said Wm. Harner  
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 Wm. P. Piche and Mollie E. Piche  
heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Wm. Harner 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, one have hereunto set our hands on this the day and year first above written.

Wm. P. Piche (L. S.)

Mollie E. Piche (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 therein mentioned and set forth.

And on the same day voluntarily appeared before me, the said Mollie E. Piche wife of said  
Wm. P. Piche 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 28<sup>th</sup> day of June 1907

(SEAL) Western Dist. I. T. F. M. Rodolf Notary Public.

My commission expires April 11<sup>th</sup> 1907

Filed for record June 29<sup>th</sup> 1907 at 11 o'clock Am

Oliver Lorton  
Dep. Clk. and  
Ex-officio Recorder