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306
MORTGAGE OF REAL PROPERTY.

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THIS INDENTURE, Made this 29th day of June A.D. 1907, between Rachel N. Chastain her husband Ed Chastain his wife, and

Geo. Mallock of Rachel N. Chastain, witnesseth, that

WHEREAS, the said Rachel N. Chastain is justly indebted to the said

Geo. Mallock

in the sum of Five hundred five DOLLARS (\$ 505.00) which is

evidence by P.M. certain promissory note of even date herewith, to-wit:

One note due Dec 29 1907 for \$ 505.00 one note due 190 for \$

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

NOW, THEREFORE, the said Rachel N. Chastain and

Ed Chastain

her husband

his wife, for the better securing the payment of the money aforesaid, with in-

terest thereon according to the tenor and effect of said note above mentioned, do hereby grant, bargain, sell and convey unto the said

Geo. Mallock, his heirs and assigns forever, the following described real estate, to-wit:

All of Lot seven in Block Five in Brady Heights Addition to Tulsa, D. 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 Geo. Mallock

his heirs and assigns and unto their 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, his 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, loans 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 Ed Chastain

husband Rachel N. Chastain wife of said do hereby release and quit-claim unto the said Geo

Mallock, 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 Rachel N. Chastain

heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Geo. Mallock, 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 and seal on this day and year first above written.

Witnesses
J. B. Woodbury
W. A. Earns

Rachel N. Chastain (I. S.)

Ed Chastain (I. 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 Rachel N. Chastain

to me known as the mortgagor, in the foregoing instrument, and stated that she 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 Ed Chastain husband

Rachel N. Chastain 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 said mortgage for the consideration and purposes therein

contained and set forth, without compulsion or undue influence of her said husband, wife

WITNESS my hand and seal as such N. P. on this 29th day of June 1907

(SEAL) Western District Indian Ter. J. B. Woodbury Notary Public.

My commission expires Sept. 21st 1908

Filed for rec. July 1 1907 at 9:30 clock a.m.

at the Court

10 p. M. at the Office Recorder