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MORTGAGE OF REAL PROPERTY.

THIS INSTRUMENT, Made this 1st day of July, A.D., 1907, between David Carmichael of Tulsa, P.T. and Mollinda Carmichael, his wife, and J. G. McManis of Tulsa, P.T., witnesseth, that

WHEREAS, the said David Carmichael is justly indebted to the said J. G. McManis in the sum of nine hundred and no/100 DOLLARS, (\$ 900.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due Jan. 1, 1908 for \$ 900.00 ; one note due 190 for \$ 190 ; and one note due 190 for \$ 190 ;

NOW, THEREFORE, the said David Carmichael and Mollinda Carmichael 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 J. G. McManis, his heirs and assigns forever, the following described real estate, to-wit:

Lot Four (4) in Block Eleven (11) in the Dodge addition to the Town of Tulsa, Western District, Indian Territory.

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 J. G. McManis 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 David Carmichael of the first part, covenant and agree with the said J. G. McManis 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 J. G. McManis of the second part, his heirs and assigns in one or more insurance companies satisfactory to the said J. G. McManis of the second part, against fire, lightning or tornadoes. Should the said David Carmichael of the first part make default in the performance of any of these stipulations, the said J. G. McManis of the second part may immediately perform and discharge the same, and all accounts so expended by the said J. G. McManis of the second part, his 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, Mollinda Carmichael wife of said David Carmichael, do hereby release and quit-claim unto the said J. G. McManis, his heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said David Carmichael and Mollinda Carmichael, his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. G. McManis, 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 hands on this the day and year first above written.

David Carmichael (I. S.)

Mollinda Carmichael (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 David Carmichael 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 Mollinda Carmichael wife of said David Carmichael 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 1st day of July, 1907.

(SEAL) Western District Ind. Ter. Geo. M. Dairs Notary Public.

My commission expires Sept. 18 1900.

Filed for record July 2 1907 at 2:10 o'clock P. m.

Geo. Dairs
Deputy Clerk and Ex. Office Recorder