

MORTGAGE OF REAL PROPERTY

P.D.
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C.I.

THIS INDENTURE, Made this 19th day of July, A. D. 1906, between George Schmidt of Tulsa, Indian Territory and Sophronia Schmidt his wife, and J. Slater Davidson of Tulsa, I. T., witnesseth, that

WHEREAS, the said George Schmidt is justly indebted to the said J. Slater Davidson in the sum of Five hundred and no/100 DOLLARS. (\$ 500.00), which is evidence by trial certain promissory note of even date herewith, to-wit:

One note due July 19, 1907, for \$ 500.00; one note due 190, for \$ 100.00; and one note due 190, for \$ 100.00.

NOW, THEREFORE, the said George Schmidt and Sophronia Schmidt 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. Slater Davidson heirs and assigns forever, the following described real estate, to-wit:

The Northeast one quarter (N.E. 1/4) of Southwest one quarter (S.W. 1/4) of Section Thirty-two (32), Township Twenty (20), Range Thirteen (13) East containing ten (10) acres more or less according to the government survey and 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 J. Slater Davidson 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, Sophronia Schmidt wife of said George Schmidt, do hereby release and quit-claim unto the said J. Slater Davidson heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said George Schmidt his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. Slater Davidson 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 S on this the day and year first above written.

George Schmidt (L. S.)

Sophronia Schmidt (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 George Schmidt 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 Sophronia Schmidt wife of said George Schmidt 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 19th day of July, 1906.

[SEAL] Western District, I. T. W. S. McElshuey Notary Public.

My commission expires April 28, 1907.

Filed for record Aug 8, 1906, at 2 o'clock P. M.

Olis Lorton
Deputy Clerk and Ex-officio Recorder

I hereby release this mortgage, the same having been satisfied in full this 5th day of November, 1906.