

## MORTGAGE OF REAL PROPERTY.

C. C. D.  
C. L.THIS INDENTURE, Made this 15 day of July A. D. 1907, between Laura F. Smith  
Tulsa and her and J. M. Smith her husband and Harriet W. Morris

Morris of Tulsa and her, witnesseth, that

WHEREAS, the said Laura F. and J. M. Smith are justly indebted to the said

Harriet W. Morris

in the sum of Two Hundred and no/100 DOLLARS, (\$ 200.00) which is

evidence by one certain promissory note of even date herewith, to-wit:

One note due July 15, 1907, for \$ 200.00; one note due 1907, for \$

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

NOW, THEREFORE, the said Laura F. Smith and J. M. Smith "Her Husband" 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 Harriet W. Morris her heirs and assigns forever, the following described real estate, to-wit:

The North West 1/4 of the South East 1/4 of the North East 1/4 of Sec. sixteen (16) Township Twenty (20) North, Range Thirteen (13) East, Containing Ten acres more or less, to her heirs and assigns forever.

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 Harriet W. Morris her heirs and assigns and unto her 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 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, her 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, J. M. Smith husband of said Laura F. Smith, do hereby release and quit-claim unto the said Harriet W. Morris her heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said Laura F. Smith &amp; J. M. Smith heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Harriet W. Morris her 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 the day and year first above written.

Laura F. Smith (L.S.)

J. M. Smith (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, Laura F. Smith 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 J. M. Smith husband of said Laura F. Smith 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 15 day of July 1907

[SEAL] Tulsa, Okla.

Robert E. Lapack Notary Public.

My commission expires 7/2 1910.

Filed for record Jul 18 1907, at 2 o'clock P. M.

O. H. Horton  
Deputy Notary Public & Officer Rec.