

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 1st day of May A. D., 1907, between Sadie E. Foster of Tulsa, I. T. and Frank S. Foster her husband, J. Martin

of Tulsa, I. T. witnesseth, that

WHEREAS, the said Sadie E. Foster and Frank S. Foster is justly indebted to the said J. Martin

in the sum of Nine Hundred and Twenty-five and 00/100 DOLLARS, (\$ 925.00) which is evidence by thirty certain promissory notes of even date herewith, to-wit:

One note due September 1, 1907, for \$ 25.00; and thirty six notes for \$25.00 each due on first day of each month after Sept. 1, 1907 until all of said thirty six notes are paid with privilege to pay any or all of said notes at any time.

NOW, THEREFORE, the said Sadie E. Foster and Frank S. Foster 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 J. Martin

his heirs and assigns forever, the following described real estate, to-wit:
Lot numbered Zero (0) Block number Two (2) in Grand view Addition to Tulsa, 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. Martin

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 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, 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 Frank S. Foster, husband wife of said Sadie E. Foster do hereby release and quit-claim unto the said J. Martin

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 Sadie E. Foster and Frank S. Foster their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. Martin

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 on this day and year first above written.

Sadie E. Foster (L. S.)

Frank S. Foster (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, Sadie E. Foster 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 Frank S. Foster, husband wife of said Sadie E. Foster 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 first day of May, 1907

(SEAL) Western Dist. I. T. Chas. Haley Notary Public.

My commission expires June 24, 1907

Filed for record Aug. 7, 1907 at 2:45 o'clock P. M. O. T. Horton

Deputy U. S. Clerk & Officer

and notice being of even date here with and becoming instant at rate of eight per cent per annum