

# MORTGAGE OF REAL PROPERTY.

CL  
C.D.  
C.L.

THIS INDENTURE, Made this 9 day of Aug A. D., 1907, between Joseph McMillen and his wife, and L. N. Wicksizer

of Tulsa, Okla., do hereby witnesseth, that  
WHEREAS, the said Joseph McMillen is justly indebted to the said L. N. Wicksizer in the sum of one hundred twenty five DOLLARS (\$ 125.00) which is evidence by one certain promissory note of even date herewith, to-wit:  
One note due Feb 9, 1907, for \$ 125.00; one note due 1907, for \$  
One note due 1907, for \$ and one note due 1907, for \$  
NOW, THEREFORE, the said Joseph McMillen and

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 L. N. Wicksizer heirs and assigns forever, the following described real estate, to-wit:  
The West Fifty Feet of Lot Four (4) Block Eightyone (81) City of Tulsa, Okla. Creek Nation according to the official survey

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 L. N. Wicksizer heirs and assigns 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, 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, wife of said, do hereby release and quit-claim unto the said heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Joseph McMillen heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said L. N. Wicksizer 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, I have hereunto set my hand on this the day and year first above written.  
Joseph McMillen (L.S.)  
(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 District of Indian Territory aforesaid, duly commissioned and acting Joseph McMillen 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 wife of said 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.

WITNESS my hand and seal as such on this 9 day of Aug 1907  
(SEAL) Tulsa, Okla. L. D. Mann Notary Public.  
My commission expires June 18, 1910

Filed for record Aug 7, 1907, at 5:15 o'clock P. M. A. H. Horton  
Deputy U. S. Clerk & Officer