

# MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 20th day of Aug, A. D., 1907, between A. J. Boyle of Tulsa and Z. J. and Elizabeth Boyle his wife, and The Cherokee Company of Tulsa and Z. J., witnesseth, that

WHEREAS, the said A. J. Boyle and Elizabeth Boyle is justly indebted to the said

The Cherokee Company

In the sum of one hundred DOLLARS (\$100.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due Aug 20th, 1908, for \$ 100.00; one note due \_\_\_\_\_, 190\_\_\_\_, for \$ \_\_\_\_\_

One note due \_\_\_\_\_, 190\_\_\_\_, for \$ \_\_\_\_\_ and one note due \_\_\_\_\_, 190\_\_\_\_, for \$ \_\_\_\_\_

NOW, THEREFORE, the said A. J. Boyle and

Elizabeth Boyle

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

The Cherokee Company heirs and assigns forever, the following described real estate, to-wit:

Lot 5- Blocks 16- of the Cherokee Heights addition to the City of Tulsa in the Western District of the 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 The Cherokee Company heirs and assigns unto its 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, its 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, Elizabeth Boyle wife of said A. J. Boyle do hereby release and quit-claim unto the said The Cherokee Company heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said A. J. Boyle and Elizabeth Boyle their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said The Cherokee Company 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.

A. J. Boyle (I. S.)

Elizabeth Boyle (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 sitting A. J. Boyle 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 Elizabeth Boyle wife of said A. J. Boyle 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 20th day of Aug, 1907

(SEAL) West Dist. of Ind Wm. R. Roney Notary Public

My commission expires Dec 15, 1907

Filed for record Aug 22, 1907, at 10:20 o'clock a. m.

W. H. Roney  
Deputy U. S. Clerk at Office