

MORTGAGE OF REAL PROPERTY.

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CLERK
C. L.

THIS INDENTURE, Made this 29th day of August A. D. 1907, between E. J. Mitchell and Fannie S. Mitchell his wife, and The City National Bank of Tulsa, Indian Territory witnesses, that

WHEREAS, the said E. J. Mitchell is justly indebted to the said City National Bank of Tulsa, Indian Territory in the sum of Twenty five Hundred DOLLARS (\$ 2500.00) which is evidence of by his certain promissory note of even date herewith, to-wit:

One note due February 29th 1908 for \$ 25.00 together with eight per cent interest from maturity one note due 1908 for \$ and one note due 1908 for \$

NOW, THEREFORE, the said E. J. Mitchell and Fannie S. Mitchell 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 City National Bank heirs and assigns forever, the following described real estate, to-wit:

Lot one (1) Block one Hundred & twenty five (125) of the City of Tulsa, in the Western District Indian Territory, according to the recorded 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 City National Bank heirs and assigns and unto its 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, its 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 at maturity of said note

And for the consideration aforesaid, and for diverse other good and valuable considerations, I, Fannie S. Mitchell wife of said E. J. Mitchell do hereby release and quit-claim unto the said City National Bank, its heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises

CONDITIONED, However, that if the said Mitchell his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said City National Bank, its 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 the day and year first above written.

E. J. Mitchell (L. S.)
Fannie S. Mitchell (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 as such E. J. Mitchell 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 Fannie S. Mitchell wife of said E. J. Mitchell 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 29th day of August 1907.
(SEAL) West Dist. I. T. Delbert M. Meier Notary Public.
My commission expires April 5th 1910.

Filed for record Aug 29 1907 at 9:25 o'clock a. m.
D. M. Barton
Deputy U. S. Clerk & Ex. Officer