

MORTGAGE OF REAL PROPERTY.

D. 1229
 C. D.
 C. I.

THIS INDENTURE, Made this 27th day of August A. D. 1907, between O. S. Fisher
 of _____ and Maggie Fisher his wife, and Geo. Wallace

of _____, witnesseth, that
 WHEREAS, the said Geo. Wallace is justly indebted to the said _____

in the sum of Ninety-five DOLLARS, (\$ 95.00), which is
 evidence by one certain promissory note of even date herewith, to-wit:
 One note due Aug 27th 1907 for \$ 95.00; one note due _____ 1907 for \$ _____
 One note due _____ 1907 for \$ _____ and one note due _____ 1907 for \$ _____

NOW, THEREFORE, the said O. S. Fisher and Maggie Fisher his wife, for the better securing the payment of the money aforesaid, with in-
 terest thereon according to the tenor and effect of said note above mentioned, do hereby grant, bargain, sell and convey unto the said Geo. Wallace
his heirs and assigns forever, the following described real estate, to-wit:
all of Lot one in Block seventeen Owen
addition to Tulsa Ter.

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 Geo. Wallace
 heirs and assigns and unto them 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 Maggie Fisher
 wife of said O. S. Fisher do hereby release and quit-claim unto the said Geo. Wallace
his heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said O. S. Fisher his
 heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Geo. Wallace his
 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 hands on this the day and year first above written.
O. S. Fisher (I. S.)
Maggie Fisher (I. 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 O. S. Fisher
 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 Maggie Fisher wife of said
O. S. Fisher 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 N. P. on this 2nd day of September 1907
 [SEAL] Western District J. B. Woodbury Notary Public.
 My commission expires Sept 21st 1910

Filed for record Sept 4th 1907 at 11 o'clock a.m. O. S. Fisher
Dep. Clerk
Crofford