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MORTGAGE OF REAL PROPERTY.

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THIS INDENTURE, Made this 9th day of September A. D. 1907 between A. J. McCartney or and Hattie McCartney his wife both of Tulsa his wife, and John E. Mills of Tulsa, I. T. witnesseth, that

WHEREAS, the said A. J. McCartney & Hattie McCartney are justly indebted to the said John E. Mills in the sum of Seventeen Hundred DOLLARS, (\$1700.00) which is evidence by their certain promissory note of even date herewith, to-wit:

One note due on or before September 9th, 1907, for \$; one note due , 190 , for \$;

One note due , 190 , for \$, and one note due , 19 , for \$;

NOW, THEREFORE, the said A. J. McCartney and Hattie McCartney 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

John E. Mills his heirs and assigns forever, the following described real estate, to-wit:
all of Lot one (1) in Block seventy three (73) in Tulsa, Creek
Nation, 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 John E. Mills his 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 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, Hattie McCartney wife of said A. J. McCartney do hereby release and quit-claim unto the said

John E. Mills heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises

CONDITIONED, However, that if the said A. J. McCartney their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said John E. Mills 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.

A. J. McCartney (I. S.)

Hattie McCartney (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 A. J. McCartney 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 Hattie McCartney wife of said A. J. McCartney 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 Notary on this 9th day of September 1907

(SEAL) Western Dist. I. T. C. D. Coggeshall Notary Public.

My commission expires May 14 1911

Filed for record Sept 12 1907 at 10 o'clock a.m.

Oliver Lorton
Dep. Clerk & Officer Rec.