

MORTGAGE OF REAL PROPERTY.

F.D. 302
 P. 1224
 P.L.
 O.L.
 O.D.
 C.I.

THIS INDENTURE, Made this 6 day of Sept A. D., 1907 between W. A. Chastain of Tulsa, Indian Territory and Matilda J. Chastain his wife, and - of Tulsa, I. T. witnesseth, that

WHEREAS, the said W A Chastain & Matilda H. Chastain is justly indebted to the said

L. W. Blackmore

in the sum of Five Hundred DOLLARS (\$ 500⁰⁰) which is
evidence by two certain promissory note of even date herewith, to-wit:

One note due Sept 6 1908 for \$ 22.00; one note due Sept 6 1909 for \$

One note due 199 for \$ 250.00 and one note due 199 for \$

NOW, THEREFORE, the said W. A. Chastain and

Matilda J. Chastain his wife, for the better securing the payment of the money aforesaid, with in-

interest thereon according to the tenor and effect of said note above mentioned, do hereby grant, bargain, sell and convey unto the said J. W. Black
more heirs and assigns forever, the following described real estate, to-wit:

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

all of Lot Three (3) in Block Seven (7) in the Owen Addition to the City of Tulsa, Western District Indian Territory as is shown by the amended plat and survey 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 J. W. Blackmore

heirs and assigns and unto his own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part ~~1/2~~ of the first part, covenant and agree with the said part ~~1/2~~ 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 ~~1/2~~ of the second part *heirs* heirs and assigns in one or more insurance companies satisfactory to the said part ~~1/2~~ of the second part, against fire, lightning or tornadoes. Should the part ~~1/2~~ of the first part make default in the performance of any of these stipulations, the said part ~~1/2~~ of the second part may immediately perform and discharge the same, and all accounts so expended by the said part ~~1/2~~ 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 *in case of default Harry to about a green note the entire amount shall become due and payable*. And for the consideration aforesaid, and for divers other good and valuable considerations, I, *Matilda J. Robertson*

wife of said W A Chastain, do hereby re'ease and quit-claim unto the said Q W

Blackmore ^{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 W a Chastain & Matilda Chastain

heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J W Blackmore His
executors, administrators, or assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said note. and then this instrument shall be void
otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, we have hereunto set our hand s on this the day and year first above written.

W. A. Chastain (L.S.)

matilda & Chastain, U.S.

UNITED STATES OF AMERICA,
WESTERN DISTRICT,
INDIAN TERRITORY

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public
and for the Notation District of Indian Territory aforesaid, duly commissioned and acting W.A. Charters
known as the mortgagor, in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned, and

And on the same day voluntarily appeared before me, the said Matilda Chartain wife of said

Na Chastain 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 set forth, without compulsion or undue influence of her said husband.

WITNESS my hand and seal as such notary on this 14 day of Sept, 1907

[SEAL] Western Dist Ct 1 P B Crewson Notary Public

My commission expires Sept 27 1940

[Handwritten musical notation on a five-line staff]

Wp CLK &
Ex office vacated