

# MORTGAGE OF REAL PROPERTY.

37

P. D. 1906  
 P. L.  
 O. L.  
 C. L.

THIS INDENTURE, Made this 30th day of June, A. D., 1906, between Ed. E. Davis  
 of Wichita Falls, Kansas and Marie Davis his wife, and John D. Seaman  
 of Tulsa, I. T. witnesseth, that

WHEREAS, the said Ed. E. Davis and Marie Davis is justly indebted to the said  
John D. Seaman  
 in the sum of Twenty-five hundred 00/100 DOLLARS (\$2500.00) which is  
 evidence by and certain promissory note of even date herewith, to-wit:

One note due Dec 30th, 1906, for \$2500, one note due 190, for \$      
 One note due     , 190    , for \$     and one note due 190, for \$    

NOW, THEREFORE, the said Ed. E. Davis and  
Marie Davis 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 John D. Seaman  
 heirs and assigns forever, the following described real estate, to-wit:

That part of Lot No. Five (5) in Block No. One Hundred and forty-eight (148) of the Town of Tulsa,  
I. T., according to the Official Plat and Survey thereof, having a frontage of Twenty-five (25) feet on  
South Main Street and a depth of One Hundred and forty (140) to the Alley line in rear, with a uniform  
width of Twenty-five (25) feet, lying parallel and adjacent to South Sixth Street.

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

AND WHEREAS, For the further security of said indebtedness, the said parties 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 his  
 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 parties 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, Marie Davis  
 wife of said Ed. E. Davis, do hereby release and quit-claim unto the said John D. Seaman  
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 Ed. E. Davis and Marie Davis their  
 heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said John D. Seaman 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 hand and seal on this the day and year first above written.  
Ed. E. Davis (I. S.)  
Marie Davis (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 Ed. E. Davis  
 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 Marie Davis wife of said  
Ed. E. Davis 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 July, 1906  
 [SEAL] Notary Public, Western District, Indian Territory Ed. E. Rose Notary Public  
 My commission expires July 7th, 1907

Filed for record July 7, 1906, at 10 o'clock A. M.  
Alvin Lorton  
Deputy Clerk and Ex-officio Recorder