

MORTGAGE OF REAL PROPERTY.

RECORDED
SEP 22 1907

THIS INDENTURE, Made this 18th day of September A. D., 1907, between Mamie S Keith of Tulsa, I. T. and W. N. Keith his husband, and Frank A Gillespie of Tulsa, I. T. witnesseth, that

WHEREAS, the said Mamie S Keith and W. N. Keith are justly indebted to the said Frank A Gillespie

In the sum of Twelve Hundred and Fifty DOLLARS (\$ 1250.⁰⁰) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due September 18th 1909 for \$ 1250.⁰⁰ one note due September 18th 1910 for \$ 1250.⁰⁰ bearing 7% interest from date payable annually and one note due September 18th 1911 for \$ 1250.⁰⁰

NOW, THEREFORE, the said Mamie S Keith and W. N. Keith her husband, 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 Frank A Gillespie heirs and assigns forever, the following described real estate, to-wit:

The south forty (40) feet of Lot Seven (7) and the north ten (10) feet of Lot eight (8) all in Block number four (4) in the town of North Tulsa Cherokee 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 Frank A Gillespie 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 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, W. N. Keith husband of said Mamie S. Keith do hereby release and quit-claim unto the said Frank A Gillespie heirs and assigns, all my right, claim, or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said Mamie S Keith and W. N. Keith their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Frank A Gillespie his heirs, 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.

Mamie S. Keith (L. S.)
W. N. Keith (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 W. N. Keith personally well known as the person whose name appears upon the within and foregoing mortgage to me 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 I do hereby so certify.

And on the same day voluntarily appeared before me, the said Mamie S. Keith wife of said W. N. Keith personally well known to be the person whose name appears upon the within and foregoing mortgage, and in the absence of her said husband declared that she had, of her own free will, executed said mortgage and stated the contents thereof as above, and said mortgage for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

In testimony whereof I have hereunto set my hand and affixed my official seal this 18th day of September A. D. 1907 at Tulsa, I. T.
(SEAL) Edw. A. West Notary Public.
My commission expires September 9th 1908

Filed for record Sep 19th 1907 at 4:35 o'clock P. M. Otis Lorton
Dep. Clk. Ex. officio
Recorder

Mortgage of one of the parties to the mortgage