

MORTGAGE OF REAL PROPERTY.

THIS INSTRUMENT, Made this 20th day of September A. D., 1907, between G. W. Hutchins of Tulsa Indian Territory and Mayme Hutchins his wife, and J. S. Francisco of Butler Mo., witnesseth, that

WHEREAS, the said G. W. Hutchins is justly indebted to the said J. S. Francisco in the sum of Two Hundred Seven & 35/100 DOLLARS, (\$ 217.35) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due March 15, 1908, for \$ 217.35, one note due 190, for \$ 190, and one note due 190, for \$ 190.

NOW, THEREFORE, the said G. W. Hutchins and Mayme T. Hutchins 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 J. S. Francisco his heirs and assigns forever, the following described real estate, to-wit:

all of lot four (4) in Block no twenty four (4) in the City of Tulsa Indian Territory according to the plat thereof as approved by the Secretary of Interior April 11, 1902 except that part of said lot now occupied by the Missouri Kansas & Texas Railway Company

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. S. Francisco his heirs and assigns 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 party 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, Mayme T. Hutchins wife of said G. W. Hutchins do hereby release and quit-claim unto the said J. S. Francisco his heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said G. W. Hutchins his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. S. Francisco 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, on this the day and year first above written.

G. W. Hutchins (L. S.)
Mayme Hutchins (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 G. W. Hutchins 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 Mayme T. Hutchins wife of said G. W. Hutchins 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 Notary Public on this 20th day of Sept, 1907.
(SEAL) Western Dist. I.T. Chas. Haley Notary Public.
My commission expires 190.

Filed for record Sep 20, 1907, at 10:20 a.m. Otto Larson
Dep. Clk. & Ex-officio
Rec.