

## MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, made this 20<sup>th</sup> day of September, A. D. 1907, between C. S. Walker of Tulsa Indian Territory and Kate T. Walker, his wife, and J. H. M<sup>c</sup>Gannon of Tulsa, Indian Territory witnesseth, that

WHEREAS, the said C. S. Walker is justly indebted to the said J. H. M<sup>c</sup>Gannon in the sum of Eight Hundred DOLLARS (\$ 800<sup>00</sup>) which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due Nov 1<sup>st</sup> 1907 for \$ 800<sup>00</sup>  
One note due 190 for \$      and one note due 190 for \$     

NOW, THEREFORE, the said C. S. Walker and K. T. Walker 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. H. M<sup>c</sup>Gannon his heirs and assigns forever, the following described real estate, to-wit:

The south half of Lot One in Block one hundred and eighty eight (188) in the City of Tulsa Indian Territory according to the Government Plat 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. H. M<sup>c</sup>Gannon his heirs and assigns and unto his own proper use, benefit and behoof forever, subject however

to a certain mortgage made by J. H. M<sup>c</sup>Gannon for \$ 1200 dated May 1907 AND WHEREAS, For the further security of said indebtedness, the said C. S. Walker of the first part, covenant and agree with the said J. H. M<sup>c</sup>Gannon 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 J. H. M<sup>c</sup>Gannon of the second part. And the said C. S. Walker his heirs and assigns in one or more insurance companies satisfactory to the said J. H. M<sup>c</sup>Gannon of the second part, against fire, lightning or tornadoes. Should the said C. S. Walker of the first part make default in the performance of any of these stipulations, the said J. H. M<sup>c</sup>Gannon of the second part may immediately perform and discharge the same, and all accounts so expended by the said J. H. M<sup>c</sup>Gannon 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, Kate T. Walker wife of said C. S. Walker do hereby release and quit-claim unto the said J. H. M<sup>c</sup>Gannon 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 C. S. Walker his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. H. M<sup>c</sup>Gannon 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.

C. S. Walker (L. S.)  
Kate T. Walker (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 C. S. Walker 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 Kate T. Walker wife of said C. S. Walker 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 20<sup>th</sup> day of September, 1907.  
[SEAL] Western District B. F. Pettus Notary Public.  
My commission expires Sept 9<sup>th</sup> 1908.

Filed for record Sept 20 1907 at 5:40 o'clock P. M. Clara Lorton  
Dep. Clk. & Ex-officio  
Recorder