

## MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 26<sup>th</sup> day of September, A. D., 1907, between Lee C. Wells a single man of Tulsa, and Arby J. Ward and Nettie L. Ward his wife, and of Tulsa, O.T.

WHEREAS, the said Lee C. Wells, Arby J. Ward, and Nettie L. Ward are justly indebted to the said James Bowen

in the sum of One thousand and eighty DOLLARS, (\$1,080.) which is evidence by three certain promissory note, 5 of even date herewith, to-wit:

One note due Sept 26, 1907, for \$1,000; one note due Sept 26, 1907, for \$40

One note due March 26, 1908, for \$40 and one note due Sept 26, 1908, for \$40

NOW, THEREFORE, the said Lee C. Wells, Arby J. Ward and Nettie L. Ward 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 James Bowen

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

The north one half of Lot number eight (8) in Block number nine (9) of the City of Tulsa Indian Territory as shown by the Government plat thereon.

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 James Bowen 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, Nettie L. Ward wife of said Arby J. Ward do hereby release and quit-claim unto the said James Bowen his heirs and assigns, all my right, claim, or possibility of dower in and out of the aforesaid premises, and we have been and relinquish rights of redemption, appraisement and same shown in our

CONDITIONED, However, that if the said Lee C. Wells, Arby J. Ward, and Nettie L. Ward their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said James Bowen his executors, administrators, or assigns, the aforesaid sum 5 of money, with interest thereon, according to the tenor of said note 5 then this instrument shall be void otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, we have hereunto set our hand 5 on this day and year first above written.

Lee C. Wells (L.S.)

Arby J. Ward (L.S.)

Nettie L. Ward (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 Lee C. Wells, a single man of Tulsa, and Arby J. Ward and Nettie L. Ward his wife to me known as the mortgagor 5 in the foregoing instrument, and stated that they 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 Nettie L. Ward wife of said Arby J. Ward

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 26<sup>th</sup> day of Sept, A. D., 1907

[SEAL] Western Dist. O.T.

My commission expires July 9 - 1910

Joseph Haggard Notary Public.

Filed for record Sept 28, 1907, at 12 o'clock A.M.

Our Lorton  
Deputy & Co. Officers  
Record

For value received, acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me this 26<sup>th</sup> day of Sept, 1907, at Tulsa, Indian Territory