

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 12 day of October A. D. 1907, between Ella Rose Goff of Tulsa Ind. Ter. and E. P. Goff her husband his wife, and Charles W. Kern of Tulsa Ind. Ter. witnesseth, that

WHEREAS, the said Ella Rose Goff is justly indebted to the said Charles W. Kern in the sum of Five Hundred and Fifty nine DOLLARS (\$ 559.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due on or before Dec 15, 1907 for \$ 559.00; one note due _____ 190____ for \$ _____

One note due _____ 190____ for \$ _____ and one note due _____ 190____ for \$ _____

NOW, THEREFORE, the said Ella Rose Goff and E. P. Goff her husband 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 Charles W. Kern

heirs and assigns forever, the following described real estate, to-wit: the south thirty seven 7/8 feet of Lot number three (3) in Block numbered thirteen (13) of the town of Tulsa Creek nation Indian Territory according to the government survey 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 Charles W. Kern 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 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 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, E. P. Goff husband wife of said Ella Rose Goff do hereby release and quit-claim unto the said Charles W. Kern 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 Ella Rose Goff his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Ella Rose Goff her 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.

Ella Rose Goff (L. S.)
E. P. Goff (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 Ella Rose Goff 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 E. P. Goff husband wife of said Ella Rose Goff to me well known, and in the absence of his said husband declared that she had, of his own free will, executed said deed and signed and sealed the relinquishment of interest said mortgage for the consideration and purposes therein contained and set forth, without compulsion or undue influence of his said husband.

WITNESS my hand and seal as such notary public on this 12 day of October 1907.

(SEAL) Wm. Linton Notary Public.

My commission expires June 6, 1911

Filed for record Oct 2 1907 at 7:30 o'clock P. M. Ohio Lorton
Dep. Clk. & Co. Officer
Recorder

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

Charles W. Kern