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MORTGAGE OF REAL PROPERTY

19220

THIS INDENTURE, Made this 1st day of October A. D., 1907, between Delaney Bowlin of Tulsa I T and Eliza Bowlin his wife, and Lee Clinton of Tulsa I T, witnesseth, that

WHEREAS, the said Delany Bowlin & Eliza Bowlin his wife are justly indebted to the said Lee Clinton in the sum of Twenty seven hundred DOLLARS, ($ 2700.00) which is evidenced by a certain promissory note of even date herewith, to-wit:

One note due April 1, 1908, for $ 2700.00; one note due —, 190—, for $—; One note due —, 190—, for $—, and one note due —, 190—, for $—

NOW, THEREFORE, the said Delaney Bowlin and Eliza Bowlin 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 Lee Clinton his heirs and assigns forever, the following described real estate, to-wit:

All of Lot number three (3) and the south half of Lot number two (2) in Block number one hundred & seventy (170) of the town of Tulsa Ind. Ter., according to the official and approved plat thereof.

For value received, I hereby release, satisfaction and payment in full of the within mortgage, and same is hereby released as to the parties hereto of the part 1st and 2nd parties only the south fifty ft of S Blk 170

Lee Clinton

Signed and acknowledged before me N. A. Walkley By ——
Jan 25-1908
Register of Deeds.

Signed and acknowledged before me Nov 2-1908
Register of Deeds.

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 Lee Clinton 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 parties of the first part, covenant and agree with the said party 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 party of the second part his heirs and assigns in one or more insurance companies satisfactory to the said party of the second part, against fire lightning or tornadoes. Should the parties of the first part make default in the performance of any of these stipulations, the said party of the second part may immediately perform and discharge the same, and all accounts so expended by the said party of the second part, his heirs or assigns, in paying said taxes, insurance premiums, leins 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, Eliza Bowlin wife of said Delaney Bowlin, do hereby release and quit-claim unto the said Lee Clinton his heirs and assigns, all my right, claim, or possibility of dower in and out of the aforedescribed premises.

CONDITIONED, However, that if the said Delaney Bowlin his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Lee Clinton 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.

Delaney Bowlin (L. S)
Eliza Bowlin (L. S.)

UNITED STATES OF AMERICA,
WESTERN DISTRICT
INDIAN TERRITORY } ss:

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 Delaney Bowlin 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 Eliza Bowlin wife of said Delaney Bowlin 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 on this 2nd day of October 1907

[SEAL] Wm Querry Notary Public.

My commission expires Dec 15 1907

Filed for record Oct 7 1907 at 5 o'clock P m. Otis Lorton Dep. Clk and Ex officio Rec