

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this Tenth day of October A. D., 1907, between Rachel C. Brady and W. J. Brady, wife and husband, his wife, and P. E. Coyne, witnesseth, that

WHEREAS, the said Rachel C. Brady and W. J. Brady are justly indebted to the said P. E. Coyne in the sum of two thousand five hundred (\$2500.00) DOLLARS, (\$) which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due October 10th 1908 for \$ 2500 and one note due 1908 for \$ 1000

One note due 1908 for \$ 1000 and one note due 1908 for \$ 1000

NOW, THEREFORE, the said Rachel C. Brady and W. J. Brady 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

P. E. Coyne, his heirs and assigns forever, the following described real estate, to-wit:
Lot numbered four and five in Block numbered twenty-one in North Tulsa, I. T. 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 P. E. Coyne, his heirs and assigns unto their own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part 4 of the first part, covenant and agree with the said part 4 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 4 of the second part, heirs and assigns in one or more insurance companies satisfactory to the said part 4 of the second part, against fire lightning or tornadoes. Should the part 4 of the first part make default in the performance of any of these stipulations, the said part 4 of the second part may immediately perform and discharge the same, and all accounts so expended by the said part 4 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, W. J. Brady, husband wife of said Rachel C. Brady do hereby release and quit-claim unto the said P. E. Coyne, his heirs and assigns, all my right, claim, or possibility of claim in and out of the aforesaid premises.

CONDITIONED, However, that if the said Rachel C. Brady and W. J. Brady heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said P. E. Coyne, 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 herewith set our hand and on this the day and year first above written.

Rachel C. Brady (L. S.)

W. J. Brady (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 Rachel C. Brady and W. J. Brady to me known as the mortgagor 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 Rachel C. Brady wife of said W. J. Brady 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 home and homestead 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 Tenth day of October 1907

(SEAL) Notary Public J. M. Rosalee Notary Public.

My commission expires April 11th 1909

Filed for record Oct. 11 1907 at 2:35 o'clock P. M.

Otis Lantoro
Deputy Clerk & ex Officio Rec.