

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 16 day of August A. D. 1906, between M. J. Romine of Tulsa, I. T. and Amey Romine his wife, and The First National Bank of Tulsa, I. T. witnesseth, that

WHEREAS, the said M. J. Romine is justly indebted to the said The First National Bank in the sum of Twenty seven hundred fifty DOLLARS. (\$2750⁰⁰) which is evidence by a certain promissory note of even date herewith, to-wit:

One note due November 15 1906 for \$2750⁰⁰; one note due 190 for \$
One note due 190 for \$ and one note due 190 for \$

NOW, THEREFORE, the said M. J. Romine and Amey Romine 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 The First National Bank ^{Successors} heirs and assigns forever, the following described real estate, to-wit:

The North West quarter (1/4) of the North West quarter (1/4) of Section Thirty five (35) Township eighteen (18) North Range Thirteen (13) East, Creek Nation, Indian Territory.

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 The First National Bank ^{Successors} heirs and assigns unto his own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said M. J. Romine 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, ^{Successors} 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, Amey Romine wife of said M. J. Romine do hereby release and quit-claim unto the said The First National Bank ^{Successors} heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said M. J. Romine ^{Successors} heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said The First National Bank ^{Successors} 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.

M. J. Romine (L.S.)

Amey Romine (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 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 Amey Romine wife of said M. J. Romine 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 16 day of August 1906.

(SEAL) Western District

My commission expires April 11 1907

H. M. Rodolf Notary Public

Filed for record Aug 16 1906 at 4:30 o'clock P. M.

Alto Lorton
Deputy Clerk and Ex-officio Recorder