

COMPARED

76.575

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MORTGAGE OF REAL PROPERTY.

F. L.
C. L.
C. D.
C. I.

THIS INDENTURE, Made this 20th day of August A. D., 1906, between Frank Harden of Tulsa, I. T. and Jessie Harden his wife, and Geo. Wallach of Kansas City, Mo. witnesseth, that

WHEREAS, the said Frank Harden & wife are justly indebted to the said George Wallach in the sum of Two hundred fifty DOLLARS. (\$250) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due Aug 20, 1907, for \$250; one note due 190, for \$190; and one note due 190, for \$190.

NOW, THEREFORE, the said Frank Harden and Jessie Harden 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 George Wallach, his heirs and assigns forever, the following described real estate, to-wit:

All that part of Lot Six in Block Forty four in the town of Tulsa, I. T. described as having a frontage of fifty feet on Election Avenue a depth of one hundred forty feet to an alley and adjoining Lot four Block forty four, Tulsa, I. T. with a uniform width of fifty feet.

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 George Wallach, his heirs and assigns and unto their own 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 party 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, 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, Jessie Harden wife of said Frank Harden do hereby release and quit-claim unto the said George Wallach, 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 Frank Harden & wife their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said George Wallach, 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 hand & seal on this the day and year first above written.

Witnesses Frank Harden (I. S.)
J. B. Woodbury
K. R. Winters Jessie Harden (I. 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 Frank Harden 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 Jessie Harden wife of said Frank Harden 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 20th day of August 1906.
(SEAL) Western District Indian Ter. J. B. Woodbury Notary Public.
My commission expires Sept 8 1906.

Filed for record Aug 20 1906 at 4 o'clock P. M.

W. L. Lorton
Deputy Clerk and Ex. Officer, Recorder