

MORTGAGE OF REAL PROPERTY.

No 656

45

P.L.
C.L.
C.D.
C.I.

THIS INDENTURE, Made this 25th day of August A. D., 1906, between Thos. E. Shaw of Tulsa, D.T. and Grace W. Shaw his wife, and Farmers National Bank of Tulsa, D.T. witnesseth, that

WHEREAS, the said Thos. E. Shaw and Grace W. Shaw is justly indebted to the said Farmers National Bank in the sum of Six hundred Dollars (\$600.00) DOLLARS, (\$ 600.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due July 25th 1907 for \$ 600.00; one note due 190 for \$ 190 and one note due 190 for \$ 190

NOW, THEREFORE, the said Thos. E. Shaw and Grace W. Shaw 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 Farmers National Bank their heirs and assigns forever, the following described real estate, to-wit:

Beginning at a point 615 feet south of the quarter section corner between sections 11 and 12 in Township 19 North, Range 12 East and running thence west 614.5 feet to the left bank of the Arkansas River; thence southeasterly along said bank 93 feet; thence east 860 feet to the section line between sections 11 and 12 of said Township and Range; thence North along said section line 75 feet to place of beginning, containing 1.01 acres more or less and being a part of Lot 7 in section 11 Township 19 North, Range 12 East in Creek Nation, D.T.

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 Farmers National Bank their heirs and assigns unto their own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said party 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 their 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, Grace W. Shaw wife of said Thos. E. Shaw do hereby release and quit-claim unto the said Farmers National Bank their heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises

CONDITIONED, However, that if the said Thos. E. Shaw and Grace W. Shaw their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Farmers Nat'l Bank 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 S on this the day and year first above written.

Thos. E. Shaw (I. S.)

Grace W. Shaw (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 Thos. E. Shaw 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 Grace W. Shaw wife of said Thos. E. Shaw 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 P. on this 25th day of August 1906

(SEAL) Western District Indian Territory, D.T.

My commission expires 3/21 1910

Robert C. Lynch Notary Public.

Filed for record Aug 26 1906 at 7 o'clock A M.

Chas. Linton
County Clerk and Ex-officio Recorder.