

MORTGAGE OF REAL PROPERTY.

FILED
IN
CLERK
OF
DISTRICT
COURT

THIS INDENTURE, Made this 6th day of August A. D., 1906, between Mollie E. Jack of Tulsa, Indian Territory and S. J. Jack her husband his wife, and John H. Owen of Rock County Wisconsin, witnesseth, that

WHEREAS, the said Mollie E. Jack is justly indebted to the said John H. Owen in the sum of Five hundred fifty DOLLARS, (\$550.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due August 6, 1907, for \$550.00; one note due 190, for \$100.00; and one note due 190, for \$100.00

NOW, THEREFORE, the said Mollie E. Jack and

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 John H. Owen

his heirs and assigns forever, the following described real estate, to-wit: situated in Tulsa, Indian Territory the South fifty (50) feet of lot number three (3) in Block number thirty seven (37), with all improvements thereon, according to the government survey of the City of Tulsa, 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 John H. Owen his heirs and assigns unto his 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, 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, S. J. Jack husband of said Mollie E. Jack, do hereby release and quit-claim unto the said John H. Owen his heirs and assigns, all my right, claim, or possibility of claim and out of the aforesaid premises.

CONDITIONED, However, that if the said Mollie E. Jack heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said John H. Owen 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 S on this the day and year first above written.

Mollie E. Jack (L. S.)

S. J. Jack (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, Mollie E. Jack and S. J. Jack 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 Mollie E. Jack wife of said S. J. Jack 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 homes said 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 Officer on this 14th day of August 1906

(SEAL) Western District, Indian Territory

Chas. Haley Notary Public.

My commission expires June 27 1907

Filed for record Aug 31 1906 at 11:30 o'clock P. m.

Otto Linton
County Clerk for Indian Territory