

## MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 28th day of September, A. D., 1906, between Edward B. Barrett

Tulsa, Ind. Territory and Grace P. Barrett his wife, and Mary E. Wharton of Tulsa, Ind. Ter, witnesseth, that

WHEREAS, the said Edward B. Barrett and Grace P. Barrett his wife is justly indebted to the said Mary E. Wharton

in the sum of Six hundred and fifty six and 7/10 DOLLARS. (\$ 656.50.) which is evidence by u certain promissory note of even date herewith, to-wit:

One note due March 28th, 1907, for \$ 656.50; one note due 190 for \$ 190

One note due 190 for \$ 190 and one note due 190 for \$ 190

NOW, THEREFORE, the said Edward B. Barrett and Grace P. Barrett 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 Mary E. Wharton her heirs and assigns forever, the following described real estate, to-wit:

Being a part of lot No. 1, block No. 1166 in the city of Tulsa Western district of Indian Ter and described as follows: Beginning at a point on the East Boundary line of lot No. 1140, five feet south of the North East corner of said lot, thence running West one hundred and forty feet, parallel with North line of said lot to the West boundary line of said lot; thence along said West line South thirty feet, thence East one hundred and forty feet parallel with North line of said lot to the East boundary line of said lot; thence along said East line a distance of thirty feet to the place of beginning

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 Mary E. Wharton, her heirs and assigns and unto her 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 her 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 P. Barrett wife of said Edward B. Barrett, do hereby release and quit-claim unto the said Mary E. Wharton her heirs and assigns, all my right, claim, or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Edward B. Barrett and Grace P. Barrett his wife their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Mary E. Wharton, her 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 hands on this the day and year first above written.

Edward B. Barrett (L. S.)

Grace P. Barrett (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 Edward B. Barrett 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 P. Barrett wife of said Edward B. Barrett 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 on this 29 day of September, 1906.

(SEAL) Western District of I.

Delbert W. Meiers Notary Public

My Commission expires April 28, 1907

Filed for record Nov 10, 1906, at 9 o'clock P. m.