

MORTGAGE OF REAL PROPERTY.

P.L.C.D.
C.J.

THIS INDENTURE, Made this 10th day of September A. D. 1906, between Robert L. Grayson, Walter Grayson and Caroline Grayson and Mary Grayson, wife of Robert L. Grayson of Indian Territory, witnesseth, that

WHEREAS, the said Robert L. Grayson, Walter Grayson and Caroline Grayson are justly indebted to the said W. K. Phillips in the sum of Two Hundred Twenty four DOLLARS. (\$ 224.00), which is evidence by one certain promissory note of even date herewith, to-wit:

One note due June 10th 1907, for \$ 224.00; one note due 1906 for \$
One note due 1906 for \$, and one note due 1906 for \$

NOW, THEREFORE, the said Robert L. Grayson, Walter Grayson and Caroline Grayson and Mary Grayson, wife of Robert L. Grayson 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 W. K. Phillips his heirs and assigns forever, the following described real estate, to-wit:

Beginning fifty feet south from the North West corner of Lot seven (7) Block fifty eight (58) thence running South twenty five (25) feet, thence East one hundred forty (140) feet, thence North twenty five (25) feet, thence West one hundred forty feet (140) to the place of beginning - the same being the North half of the South fifty (50) feet of Lot No. seven (7) in Block No. fifty eight (58) in the City of Tulsa, Ind. Ter., according to the official Government survey thereof.

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 W. K. Phillips his heirs and assigns and 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, 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, loans 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, Mary Grayson wife of said Robert L. Grayson do hereby release and quit-claim unto the said W. K. Phillips his heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Robert L. Grayson, Walter Grayson and Caroline Grayson their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said W. K. Phillips 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 and on this the day and year first above written.

Caroline Grayson (L.S.)
Mary Grayson (L.S.)

Robert L. Grayson (L.S.)
Walter Grayson (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 Robert L. Grayson, Walter Grayson and Caroline Grayson to me known as the mortgagor in the foregoing instrument, and stated that they 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 Mary Grayson wife of said Robert L. Grayson 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 10th day of Sept 1906
(SEAL) Western District, Ind. Ter. Noble Mitchell Notary Public.

My commission expires 2/2/09

Filed for record Sept 10 1906, at 4:30 o'clock P. m.

Olga Linton
Deputy Clerk and Ex-officio Recorder