

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 13th day of September A. D. 1906, between James W. Kurlchen of Tulsa, I.T. and Matthe F. Kurlchen his wife, and J. L. Mitchell of Tulsa, I.T., witnesseth, that

WHEREAS, the said James W. Kurlchen is justly indebted to the said J. L. Mitchell, in the sum of six hundred fifty & 00/100 DOLLARS, (\$ 650.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due Sept. 13th, 1902, for \$; one note due , 190 for \$
One note due , 190 for \$, and one note due , 190 for \$

NOW, THEREFORE, the said James W. Kurlchen and Matthe F. Kurlchen 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 J. L. Mitchell, his heirs and assigns forever, the following described real estate, to-wit:

That part of Lot No. Two (2) in Block No. One hundred twenty-three (123) in the town of Tulsa, Creek Nation of the Indian Territory, according to the Official Plat and survey thereof, having a frontage of thirty-seven and one-half (37 1/2) feet on South Denver Avenue, and a depth of one hundred forty (140) feet to the alley line in rear of said Lot No. Two (2), having a uniform width of thirty-seven and one-half (37 1/2) feet and adjoining Lot No. Three (3) in said Block No. One hundred twenty-three (123). This being a strip of ground having a frontage of 37 1/2 feet and a depth of 140 feet, with a uniform width of 37 1/2 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 J. L. Mitchell his heirs and assigns and 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, Matthe F. Kurlchen wife of said James W. Kurlchen do hereby release and quit-claim unto the said J. L. Mitchell 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 James W. Kurlchen his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. L. Mitchell 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.

James W. Kurlchen (I. S.)

Matthe F. Kurlchen (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 District of Indian Territory aforesaid, duly commissioned and acting James W. Kurlchen 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 Matthe F. Kurlchen wife of said James W. Kurlchen 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 13th day of September 1906.

[SEAL] For Western District, Indian Territory

W. C. Rose Notary Public.

My commission expires July 3 1907.

Filed for record Sept 17 1906 at 2:45 o'clock A.M.

Olis Linton
Asst. Clerk and Ex-Officio Recorder