

Book 3

No 721

63

MORTGAGE OF REAL PROPERTY.

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

THIS INDENTURE, Made this 17th day of Sept, A. D. 1906, between Mr. S. M. Pleak of Tulsa, I. T. and Anna H. Pleak his wife, and J. C. Wickizer witnesseth, that

WHEREAS, the said Mr. S. M. Pleak is justly indebted to the said J. C. Wickizer in the sum of Eight hundred DOLLARS, (\$ 800) which is evidence by a certain promissory note of even date herewith, to-wit:

One note due Jan 1st 1908 for \$ 800; one note due 190 for \$ 190
One note due 190 for \$ 190 and one note due 190 for \$ 190

NOW, THEREFORE, the said Mr. S. M. Pleak and Anna H. Pleak 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. C. Wickizer heirs and assigns forever, the following described real estate, to-wit:

The south fifty (50) feet of Lot (5) fronting on Blumond Street of Block (123) one hundred twenty three Town of Tulsa, I. 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 J. C. Wickizer heirs and assigns and unto his own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part of the first part, covenant and agree with the said part 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 part of the second part, heirs and assigns in one or more insurance companies satisfactory to the said part of the second part, against fire, lightning or tornadoes. Should the part of the first part make default in the performance of any of these stipulations, the said part of the second part may immediately perform and discharge the same, and all accounts so expended by the said part 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, Anna H. Pleak wife of said Mr. S. M. Pleak do hereby release and quit-claim unto the said J. C. Wickizer heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said Mr. S. M. Pleak Anna H. Pleak heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. C. Wickizer 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 day and year first above written.
Mr. S. M. Pleak (I. S.)
Mr. Anna H. Pleak (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 Mr. S. M. Pleak 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 Anna H. Pleak wife of said Mr. S. M. Pleak 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 on this 17th day of Sept 1906
[SEAL] Tulsa, Ind. Ter. L. W. Mann Notary Public
My commission expires Jan 18 1907

Filed for record Sept 22 1906 at 11:50 clock P. in

Wm. Linton
Deputy Clerk and Ex-officio Recorder