

MORTGAGE OF REAL PROPERTY.

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THIS INDENTURE, Made this 17th day of September A. D., 1906, between T. M. Grunwell of Indian Territory and Ellen Grunwell his wife, and The Southern Building Company of Indian Territory witnesseth, that

WHEREAS, the said T. M. Grunwell is justly indebted to the said The Southern Building Company in the sum of One Thousand DOLLARS, (\$ 1000.00) which is evidence by One certain promissory note of even date herewith, to-wit:

One note due March 19, 1902, for \$ 1000.00; one note due 190 for \$ 190
One note due 190 for \$ 190, and one note due 190 for \$ 190

NOW, THEREFORE, the said T. M. Grunwell and Ellen Grunwell 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 The Southern Building Company its heirs and assigns forever, the following described real estate, to-wit:

Lot Number Eight (8) in Block Number Six (6) in Tract of Gillett's Addition to the Town of Tulsa, Indian Territory, according to the official plat thereof filed in the office of the United States District Court at Sapulpa, 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 The Southern Building Company its heirs and assigns unto its own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said parties 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, 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, Ellen Grunwell wife of said T. M. Grunwell, do hereby release and quit-claim unto the said The Southern Building Company its heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said T. M. Grunwell his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said The Southern Building Company its 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 T. M. Grunwell have hereto set his hand & on this the day and year first above written.
T. M. Grunwell (I. S.)
Ellen Grunwell (I. S.)

Chase County,
UNITED STATES OF AMERICA,
Notary Public,
Indian Territory,
State of Kansas

BE IT REMEMBERED, That on this day, came before me, the undersigned, a Notary Public within and for the Chase County and State District of Indian Territory aforesaid, duly commissioned and acting T. M. Grunwell 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 Ellen Grunwell wife of said T. M. Grunwell 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 17th day of September 1906
(SEAL) Chase Co. Kansas John F. Lewis Notary Public.
My commission expires July 10th 1908

Filed for record Sep 25 1906, at 12 o'clock m.
Otis Linton
Deputy Chase County Clerk