

# MORTGAGE OF REAL PROPERTY.

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THIS INDENTURE, Made this 3rd day of October A. D. 1906, between J. L. Mitchell of Tulsa, Indian Territory and Eunice P. Mitchell, his wife, and J. W. Griffin of Tulsa, Indian Territory, witnesseth that

WHEREAS, the said J. L. & Eunice P. Mitchell are justly indebted to the said  
J. W. Griffin  
in the sum of Six Hundred no/100 DOLLARS, (\$ 600.00 ) which is

evidence by Al certain promissory note of even date herewith, to-wit:

One note due April 3 1907 for \$ 600.00; one note due \_\_\_\_\_ 1907 for \$ \_\_\_\_\_

One note due \_\_\_\_\_ 1907 for \$ \_\_\_\_\_ and one note due \_\_\_\_\_ 1907 for \$ \_\_\_\_\_

NOW, THEREFORE, the said J. L. Mitchell and Emmie P. Mitchell 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. W. Lafflin his heirs and assigns forever, the following described real estate, to-wit:

The North Fifty (50) feet of Lot Five (5) in Block One Hundred & Twenty-five (125) in the town of Tulsa, Creek Nation, 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 J. W. Graffius  
His heirs and assigns and unto Ther 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 parties 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 parties of the second part, their heirs and assigns in one or more insurance companies satisfactory to the said parties of the second part, against fire, lightning or tornadoes. Should the parties of the first part make default in the performance of any of these stipulations, the said parties of the second part may immediately perform and discharge the same, and all accounts so expended by the said parties 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, Emmie P. Mitchell  
 wife of said J. L. Mitchell, do hereby release and quit-claim unto the said J. W. Griffin  
his heirs and assigns, all my right, claim, or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said J. W. Graffius his  
heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. W. Graffius 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.

J. L. Mitchell (L.S.)  
Eunice P. Mitchell (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 W. & T. H. District of Indian Territory aforesaid, duly commissioned and acting.  
to me known as the mortgagor, in the foregoing instrument, and stated that \_\_\_\_\_ 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 Lemmie P. Mitchell wife of said J. L. Mitchell 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 2nd day of October 1906  
(SEAL) Western District, Indiana C. W. Coggeshall Notary Public.  
My commission expires May 13 1907

Filed for record Oct 3 1906 at 2:55 o'clock P. m.

Oliver Lorton  
Safety Clerk and Ex-officio Reader