

MORTGAGE OF REAL PROPERTY.

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THIS INDENTURE, Made this 12th day of July A. D. 1906 between Frank L. Ezzell justly
of the first part and Flourence Ezzell his wife, and Ara M. Ellis and
Shelley Ellis of the second part witnesseth, that

WHEREAS, the said Frank L. E. Ezzell and Flourence Ezzell are justly indebted to the said
Ara M. Ellis and Shelley Ellis
in the sum of Four Hundred DOLLARS (\$400.00) which is

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

One note due six months after date for \$400.00, payable at any time before maturity for \$400.00
One note due 1906 for \$400.00 and due note due 1906 for \$400.00

NOW, THEREFORE, the said Frank L. E. Ezzell and

Flourence Ezzell his wife, for the better securing the payment of the money aforesaid, with in-
terests thereon according to the tenor and effect of said note above mentioned, do hereby grant, bargain, sell and convey unto the said Ara M. Ellis and
Shelley Ellis their heirs and assigns forever, the following described real estate, to-wit:

Lots three (3) and four (4) in block twelve (12) situated in the Town of Tulsa, Western
District of Indian Territory according to the official plat 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 Ara M. Ellis and Shelley Ellis
their heirs and assigns and unto their 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, 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, Flourence Ezzell
wife of said Frank L. E. Ezzell do hereby release and quit-claim unto the said Ara M. Ellis
and Shelley Ellis, their heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said Frank L. E. Ezzell and Flourence Ezzell their
heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Ara M. Ellis and Shelley Ellis their
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 seal on this the day and year first above written.

Frank L. E. Ezzell (L. S.)

Flourence Ezzell (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
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 Flourence Ezzell wife of said
Frank L. E. Ezzell 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 12th day of July 1906

(SHEAL) Western District Indian Territory C. D. Loggesshall Notary Public

My commission expires May 13 1907

Filed for record July 12 1906 at 11 o'clock A. M.

Olis Lorton
deputy clerk & co-official recorder