

COMPARED

No 1175

75

MORTGAGE OF REAL PROPERTY.

R.D.
P.L.
O.L.
C.D.
C.I.

THIS INDENTURE, Made this 10th day of September A. D. 1906, between Ernest L. Wilson of Tulsa, I.T. and Carrie M. Wilson his wife, and J. A. Friend of Tulsa, witnesseth, that

WHEREAS, the said Ernest L. Wilson is justly indebted to the said J. A. Friend in the sum of Five Hundred Thirty and no/100 DOLLARS. (\$530.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due Sept 10, 1906 for \$530.00; one note due 190 for \$
One note due 190 for \$ and one note due 190 for \$

NOW, THEREFORE, the said Ernest L. Wilson and Carrie M. Wilson 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. A. Friend his heirs and assigns forever, the following described real estate, to-wit:

Lying in the Friend and Gillette Addition to the town of Tulsa, in the Western District of the Indian Territory, Lot No. seven (7) in Block No. two (2) of the said Friend and Gillette Addition according to the official recorded 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 J. A. Friend 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 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 and 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, Carrie M. Wilson wife of said Ernest L. Wilson do hereby release and quit-claim unto the said J. A. Friend 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 Ernest L. Wilson his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. A. Friend 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 set hand & on this the day and year first above written.
Ernest L. Wilson (I.S.)
Carrie M. Wilson (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 Ernest L. Wilson 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 Carrie M. Wilson wife of said Ernest L. Wilson 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 10th day of September 1906
(SEAL) Western District, Indian Territory C. W. Coggeshall Notary Public.
My commission expires May 10, 1907

Filed for record Oct 12, 1906 at 11:00 o'clock A.M.
Attest
My duty done and in office Notary

For value received, acknowledge satisfaction and release in full of this mortgage and same hereby released.