

MORTGAGE OF REAL PROPERTY.

D. D. 11
F. M.
F. L.
C. L.
C. D.
C. J.

THIS INDENTURE, Made this Third day of October A. D., 1906, between Louis W. Willits of Indian, Ind. Ter. and Clara J. Willits his wife, and _____, witnesseth, that

WHEREAS, the said Louis W. Willits is justly indebted to the said H. S. Corlies in the sum of Eight Hundred (\$800.00) DOLLARS, (\$ 800.00) which is evidenced by One certain promissory note of even date herewith, to-wit:

One note due July 3, 1907, for \$ 800.00; one note due _____, 190 , for \$ _____
One note due _____, 190 , for \$ _____ and one note due _____, 190 , for \$ _____

NOW, THEREFORE, the said Louis W. Willits and Clara J. Willits 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 H. S. Corlies his heirs and assigns forever, the following described real estate, to-wit:

All of Lot (4) four in Block (160), One hundred and sixty according to the Government survey and plat of the City of Tulsa, 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 H. S. Corlies his heirs and assigns unto his own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said party of the first part, covenant and agrees 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, his 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, Clara J. Willits wife of said Louis W. Willits do hereby release and quit-claim unto the said H. S. Corlies 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 Louis W. Willits his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said H. S. Corlies 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, on this the day and year first above written.

Louis W. Willits (L. S.)

Clara J. Willits (L. S.)

United States of America,
State of Kansas
UNITED STATES OF AMERICA,
Western District,
INDIAN TERRITORY,
County of Shawnee

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public within and for the County of Shawnee, State of Kansas aforesaid, duly commissioned and acting Louis W. Willits 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 Clara J. Willits wife of said Louis W. Willits 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 by 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 Public on this 3rd day of October, 1906
(SEAL) Co. 1111 F. C. Thompson Notary Public.

My commission expires July 14, 1907

Filed for record Oct. 12, 1906 at 2:25 o'clock P. M.

Oliver Lorton
Deputy Clerk and Ex-officio Recorder