

MORTGAGE OF REAL PROPERTY.

FILED
JUL 12 1906
CLERK

THIS INDENTURE, Made this 11th day of July A. D. 1906, between Grant W. Stebbins of Tulsa, Indian Territory and Kate W. Stebbins his wife, and Nora Burgess nee Scott of Tulsa, Indian Territory witnesseth, that

WHEREAS, the said Grant W. Stebbins is justly indebted to the said Nora Burgess, nee Scott, in the sum of Three thousand DOLLARS (\$ 3000.00) which is evidence by two certain promissory note 3 of even date herewith, to-wit:

One note due January 11, 1907, for \$ 1500.00; one note due July 11, 1907, for \$ 1500.00
One note due 190, for \$ 1, and one note due 190, for \$ 1

NOW, THEREFORE, the said Grant W. Stebbins and Kate W. Stebbins 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 Nora Burgess, nee Scott heirs and assigns forever, the following described real estate, to-wit:

West half of the south-east quarter of section five (5), Township nineteen (19) north, range thirteen (13) east,

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 Nora Burgess, nee Scott her heirs and assigns unto her 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 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 and 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 sums so expended by the said party 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, Kate W. Stebbins wife of said Grant W. Stebbins, do hereby release and quit-claim unto the said Nora Burgess, nee Scott her heirs and assigns, all my right, claim, or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Grant W. Stebbins her heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Nora Burgess, nee Scott her executors, administrators, or assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said note 3, 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.

Grant W. Stebbins (L.S.)

Kate W. Stebbins (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 Grant W. Stebbins 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 Kate W. Stebbins wife of said Grant W. Stebbins 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 homes cad to 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 11 day of July, 1906

(SEAL) Western District, Indian Territory

My commission expires June 27, 1907

Chas. H. Haly Notary Public.

Filed for record July 12, 1906, at 11:30 o'clock A. M.

Chas. Lorton
Deputy Clerk and Ex-officio Recorder