

MORTGAGE OF REAL PROPERTY

COMPARED

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P. L. C. C.

THIS INDENTURE, Made this 17th day of October A. D. 1906, between Antinette Johnson of Tulsa, Indian Territory and R. K. Johnson her husband his wife, and Annie Taylor Jones of Washington, D. C., witnesseth, that

WHEREAS, the said Antinette & R. K. Johnson are justly indebted to the said Annie Taylor Jones

in the sum of Fifteen Hundred - no/100 DOLLARS. (\$1500.00) which is evidence by their certain promissory note S of even date herewith, to-wit:

One note due October 17, 1906, for \$1500.00 interest April 17th 1907 for \$60.00

One note due October 17, 1907 for \$60.00 interest April 17th 1908 for \$60.00 and one interest note due October 17, 1908 for \$60.00

NOW, THEREFORE, the said Antinette Johnson and R. K. Johnson her husband 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 Annie Taylor Jones

Her heirs and assigns forever, the following described real estate, to-wit:

All of Lot Seven (7) and the East Ten (10) feet of Lot Six (6) both in Block Seven (7), North Tulsa addition to 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 Annie Taylor Jones Her heirs and assigns and unto Her 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 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. her 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 parties 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 of one and for divers other good and valuable considerations, I, R. K. Johnson husband of wife of said Antinette Johnson do hereby release and quit-claim unto the said Annie Taylor Jones her heirs and assigns, all my right, claim or possibility of any in and out of the aforescribed premises

CONDITIONED, However, that if the said Antinette & R. K. Johnson Their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Annie Taylor Jones Her executors, administrators, or assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said note S 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.

Antinette Johnson (L. S.)

R. K. Johnson (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 Antinette & R. K. Johnson to me known as the mortgagors in the foregoing instrument, and stated that they 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 Antinette Johnson wife of said R. K. Johnson 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 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 17th day of October 1906

(SEAL) Western District Indian Territory C. W. Coggeshall Notary Public
My commission expires May 15th 1907

Filed for record Oct 18 1906 at 2 o'clock P. M.

Wm. Lorton
Deputy Clerk of the Recorder