

# MORTGAGE OF REAL PROPERTY.

85

1906  
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THIS INDENTURE, Made this 17th day of October A. D., 1906, between Effie Drummond  
Tulsa, Ind. Ter. and George L. Drummond, her husband, his wife, and Matie Hix

of Tulsa, Ind. Ter., witnesseth that  
WHEREAS, the said Effie & George L. Drummond are justly indebted to the said  
Matie Hix

in the sum of Eight Hundred - - - - - 800/100 DOLLARS, (\$ 800.00) which is  
evidence by their certain promissory note of even date herewith, to-wit:

One note due October 19, 1906, for \$ 800.00; one note due 1906, for \$  
One note due 1906, for \$, and one note due 1906, for \$

NOW, THEREFORE, the said Effie Drummond and  
George L. Drummond her husband his wife, for the better securing the payment of the money aforesaid, with in-  
terest thereon according to the tenor and effect of said note above mentioned, do hereby grant, bargain, sell and convey unto the said Matie Hix  
her heirs and assigns forever, the following described real estate, to-wit: The West fifty (50) of  
Lot Eight (8) in Block Three (3) in Lindseys Addition to Tulsa, Creek Nation, Indian Territory.

It is understood that this is a second mortgage on this property, a first mortgage having been  
issued in favor of the Interstate Mortgage Trust Co. of Parsons, Kans., being in the sum of \$ 1,000.00 &  
dated 10-15-06.

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 Matie Hix  
her 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 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, see  
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 aforesaid, and for divers other good and valuable considerations, I, George L. Drummond husband of  
Effie Drummond do hereby release and quit-claim unto the said Matie Hix  
her heirs and assigns, all my right, claim or possibility of any in and out of the aforesaid premises

CONDITIONED, However, that if the said Effie & George L. Drummond their  
heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Matie Hix her  
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, S. on this the day and year first above written.  
Effie Drummond (L. S.)  
George L. Drummond (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 Effie Drummond & George L. Drummond  
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 George L. Drummond husband of  
Effie Drummond 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 any 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 18th day of October 1906.  
[SEAL] Western District, Indian Territory. C. W. Coggeshall Notary Public.  
My commission expires May 13th 1907.

Filed for record Oct 22, 1906 at 5:30 clock A. M.  
Oliver Lorton  
County Clerk and Ex-officio Recorder