

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 18th day of October A. D. 1906, between John S. Kimes (aka single man) of Kansas City, Mo. and his wife, and John A. Elphant witnesseth, that

WHEREAS, the said John S. Kimes is justly indebted to the said John A. Elphant in the sum of Two hundred eight 7/8 DOLLARS (\$208.87) which is evidence by two certain promissory note of even date herewith, to-wit:

One note due Nov 20 1906 for \$33.33 one note due Dec 20 1906 for \$33.33
One note due Jan 20th 1907 for \$33.33 and one note due Feb 20th 1907 for \$33.33
One note due Mar. 20-1907 for \$33.33 & one note due Apr. 20-1907 for \$41.55
NOW, THEREFORE, the said John S. Kimes and 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 John A. Elphant his heirs and assigns forever, the following described real estate, to-wit:

Lots Nos. Two (2) and Three (3) in Block No. Three (3) in the Bellview addition to the town of Tulsa, D. I. according to the recorded plat and survey 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 John A. Elphant his heirs and assigns and unto their 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, 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

do hereby release and quit-claim unto the said John A. Elphant his heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said John S. Kimes his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said John A. Elphant 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, I have hereunto set my hand on this the day and year first above written.

John S. Kimes (L. S.)
John A. Elphant (L. S.)

State of Missouri
UNITED STATES OF AMERICA,
Western District,
County of Jackson

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public within and for the State of Missouri District of Indian Territory aforesaid, duly commissioned and acting 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 John A. Elphant wife of said John S. Kimes 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 18th day of October 1906

(SEAL) Jackson County, Mo. J. C. Gilman Notary Public.
My commission expires Feb 26th 1908

Filed for record Oct. 27 1906 at 11:50 o'clock A. M.

Oliver Linton
Deputy Clerk of Jackson County, Missouri

John A. Elphant