

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 22th day of October A. D. 1906, between M. J. Romine of Tulsa, I. T. and Amey Romine his wife, and R. M. Byrnum of Tulsa, I. T., witnesseth, that

WHEREAS, the said M. J. Romine is justly indebted to the said R. M. Byrnum in the sum of Fifteen Hundred DOLLARS. (\$1500.00) which is evidence by his certain promissory note of even date herewith, to-wit:

One note due October 22th 1907, for \$ 1500.00; one note due 190 for \$ 190 for \$ 190 for \$ 190

One note due 190 for \$ 190 and one note due 190 for \$ 190

NOW, THEREFORE, the said M. J. Romine and Amey Romine 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 R. M. Byrnum his heirs and assigns forever, the following described real estate, to-wit:

The West Eighty Nint of lot four (4) in block 126 of the City of Tulsa, Indian Territory according to the original survey thereof.
This mortgage is made subject to a certain mortgage for \$200.00 to the Hemming Investment Co. and Recorded at Sapulpa, I. T. and drawing six percent interest per annum, and also a certain mortgage for \$140.00 to the Hemming Investment Co. Recorded at Sapulpa and same drawing six percent interest, both of said mortgages being on the above described property.

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 R. M. Byrnum his heirs and assigns and 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 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 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 amounts 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, Amey Romine wife of said M. J. Romine do hereby release and quit-claim unto the said R. M. Byrnum, 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 M. J. Romine his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said R. M. Byrnum 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 3 on this the day and year first above written.

M. J. Romine (I. S.)
Amey Romine (I. 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 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 Amey Romine wife of said M. J. Romine 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 Public on this 22nd day of October 1906
(SEAL) Western District, I. T. F. M. Rodolf Notary Public.
 My commission expires April 11 1907

Filed for record Oct. 22 1906 at 3:15 clock P. M.

Oliver Linton
Deputy Clerk and Ex. Officer Recorder