

COMPARED

1657

MORTGAGE OF REAL PROPERTY.

 P.D.
 C.I.
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THIS INDENTURE, Made this 1st day of November, A. D. 1906, between J. K. Pitt of Tulsa, I.T. and Mary E. Pitt, his wife, and J. K. Kirkpatrick of _____, witnesseth, that

WHEREAS, the said J. K. Pitt and Mary E. Pitt is justly indebted to the said

J. K. Kirkpatrick in the sum of Seventeen Hundred & fifty DOLLARS. (\$1750⁰⁰) which is evidence by _____ certain promissory note of even date herewith, to-wit:

One note due on or before May 1st 1907, for \$1750⁰⁰; one note due _____ 190____, for \$_____
 One note due _____ 190____, for \$_____, and one note due _____ 190____, for \$_____

NOW, THEREFORE, the said J. K. Pitt and Mary E. Pitt 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 J. K. Kirkpatrick

heirs and assigns forever, the following described real estate, to-wit:
Lot six (6) block one Hundred and sixty (160) in town of Tulsa Indian Territory according to Government 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 J. K. Kirkpatrick his heirs and assigns and unto _____ 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, 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 Mary E. Pitt wife of said J. K. Pitt do hereby release and quit-claim unto the said J. K. Kirkpatrick heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said J. K. and Mary E. Pitt their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. K. Kirkpatrick 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 _____ on this the day and year first above written.

J. K. Pitt (I.S.)
Mary E. Pitt (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 J. K. Pitt 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 Mary E. Pitt wife of said J. K. Pitt 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 by 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 officer on this 2nd day of November 1906
 (SEAL) Western Dist. I.T. Benjamin F. Rice, Jr. Notary Public.
 My commission expires May 18 1908

Filed for record Dec 1 1906 at 2:30 o'clock P. M.

Oliver Lorton
Deputy Clerk and Ex-officio Recorder