

COMPARED

No. 1420

## MORTGAGE OF REAL PROPERTY.

P. D.  
P. I.  
P. L.  
C. I.  
C. D.  
C. I.

THIS INDENTURE, Made this 8th day of November A. D. 1906, between L. K. Cone of Tulsa, Indian Territory and Edith M. Cone his wife, and B. H. Sands of Tulsa, witnesseth, that

WHEREAS, the said L. K. Cone is justly indebted to the said

B. H. Sands in the sum of six hundred fifty and no/100 DOLLARS. (\$650.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due May 8th 1902 for \$650.00; one note due 190   for \$  

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

NOW, THEREFORE, the said L. K. Cone and

Edith M. Cone 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 B. H. Sands his heirs and assigns forever, the following described real estate, to-wit:

Lot Five (5) in Block Three (3) in The Homer Addition to Tulsa Indian Territory according to the official survey and recorded plat 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 B. H. Sands

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 L. K. Cone of the first part, covenant and agree with the said B. H. Sands of the second part, to keep the improvements on the said property in all times in a state of good repair and constantly insured for the benefit of the said B. H. Sands of the second part, his heirs and assigns in one or more insurance companies anti-factory to the said B. H. Sands 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 L. K. Cone of the second part may immediately perform and discharge the same, and all accounts so expended by the said L. K. Cone of the second part, his heirs or assigns, in paying said taxes, insurance premiums, taxes 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, Edith M. Cone wife of said L. K. Cone, do hereby release and quit-claim unto the said B. H. Sands

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 L. K. Cone his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said B. H. Sands 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 hands on this the day and year first above written.

L. K. Cone (L. S.)

Edith M. Cone (L. S.)

UNITED STATES OF AMERICA,  
Western District,  
INDIAN TERRITORY,  
Western District.

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 L. K. Cone 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 Edith M. Cone wife of said L. K. Cone 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 8th day of November 1906

(SEAL) Western District, Indian Territory C. W. Coggeshall Notary Public.  
My commission expires May 13-1907

Filed for record Nov. 10 1906 at 11:30 o'clock A. M.

Oliver Linton  
Notary Public and Ex-officio Recorder