

COMPLETED

NO. 1361

99

# MORTGAGE OF REAL PROPERTY.

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

THIS INDENTURE, Made this 22nd day of November A. D., 1906, between W. H. Oglesby of Indian Territory and Mary J. Oglesby his wife, and Adelta T. Berry of Indian Territory witnesseth, that

WHEREAS, the said W. H. Oglesby is justly indebted to the said Adelta T. Berry

in the sum of Three Hundred DOLLARS (\$300.00) which is evidence by three certain promissory notes of even date herewith, to-wit:

One note due May 22nd 1906 for \$75.00; one note due November 22nd 1906 for \$75.00; and one note due November 22nd 1906 for \$75.00

NOW, THEREFORE, the said W. H. Oglesby and Mary J. Oglesby 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 Adelta T. Berry her heirs and assigns forever, the following described real estate, to-wit:

Lots 28-29 and 30, Block 13 in the Berry Addition to the City of Tulsa, Indian Territory

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 Adelta T. Berry her heirs and assigns and unto her own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said W. H. Oglesby of the first part, covenant and agree with the said Adelta T. Berry 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 Adelta T. Berry her heirs and assigns in one or more insurance companies satisfactory to the said Adelta T. Berry of the second part, against fire, lightning or tornadoes. Should the W. H. Oglesby of the first part make default in the performance of any of these stipulations, the said Adelta T. Berry of the second part may immediately perform and discharge the same, and all accounts so expended by the said Adelta T. Berry 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 J. Oglesby wife of said W. H. Oglesby do hereby release and quit-claim unto the said Adelta T. Berry her heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises

CONDITIONED, However, that if the said W. H. Oglesby his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Adelta T. Berry 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 herewith set our hand, on this the day and year first above written.

W. H. Oglesby (L. S.)  
Mary J. Oglesby (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 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 J. Oglesby wife of said W. H. Oglesby 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 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 November 1906  
(SEAL) Western District, I. T. W. S. Mc Clellan Notary Public.  
My commission expires April 26th 1907

Filed for record Nov 22 1906 at 2 o'clock P. M.

Otis Lorton  
Deputy Clerk and Ex-officio Recorder