

COMPARED

No. 573.

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

John Berryman and Wife,

vs

Real Estate Mortgage.

W. V. Couchman,

This Mortgage, made on this 22nd day of August A.D. 1906, by and between John Berryman and Anna Berryman husband and wife of Iowa Indian Territory, party of the first part, and W. V. Couchman of Humboldt County, party of the second part,

Witnesseth, that for and in consideration of the sum of twenty five hundred (\$2500) Dollars, \$2500⁰⁰ cash in hand paid by the said party of the second part, to the said parties of the first part, the receipt of which is hereby acknowledged, the said parties of the first part have granted, bargained and sold and do hereby grant, bargain, sell and convey unto the said party of the second part, his heirs, successors and assigns, the following tract of real estate situated in Western District, Indian Territory, to-wit: Lots seven (7) and eight (8) of Section Three (3) Township and Range hereinafter named - also the South West Quarter (SW¹) of the North East Quarter (NE¹); also the East one half (E¹) of the South East Quarter (SE¹) of the North West Quarter; also the East one half (E¹) of the West one half (W¹) of the South East Quarter (SE¹) of the North West Quarter (NW¹) all the foregoing land being in Section Three (3) Township nineteen (19) N, and Range Thirteen (13) E, of the Indian Base Meridian and containing 113⁷⁴/₁₀₀ acres, more or less, according to the official government plat and survey thereof.

to have and to hold the same unto the said party of the second part, his heirs, successors and assigns forever, with all the privileges and appurtenances thereto belonging.

And the said parties of the first part for themselves and their heirs, executors, administrators and assigns, covenant with the said party of the second part, that at the delivery hereof, they are lawfully seized and possessed of an absolute and undivided estate of inheritance in fee simple in and to said real estate; that the same is free and clear of all incumbrances whatsoever, and that they have a good right to sell and convey the same to the said party of the second part, and that they will and their heirs, executors and administrators shall forever warrant and defend the title to said real estate unto the said party of the second part, his heirs, successors and assigns against all lawful claims and demands whatever.

And the said each party hereto for said consideration, do hereby release, relinquish, quitclaim, transfer and convey unto the said party of the second part, his heirs, successors and assigns, all his or her right, claim or possibility of dower and homestead or estate in or to said real estate forever. Permission is given to pay this mortgage two years from the date hereof with int. up to that time. The foregoing conveyance is on condition that:

Whereas: The said parties of the first part are justly indebted to the said party of the second part in the sum of Twenty five hundred (\$2500) Dollars for money loaned to said first parties by said second party as evidenced by one certain principal promissory note of even date herewith for twenty five hundred (\$2500) Dollars bearing interest at the rate of six per centum per annum until due and eight per centum interest after due until paid, said interest payable semi-annually except first coupon is due May 1st 02 as evidenced by interest coupon notes attached thereto and payable on the first days of May and November of each year until the maturity of said principal note, said interest notes bearing eight per centum per annum interest after due until paid.

Now if the said parties of the first part shall pay or cause to be paid said principal and interest notes according to the tenor and effect thereof and do and perform all and every other covenant and agreement herein, then this instrument shall be null and void, otherwise to remain in full force and effect.

It is further agreed by the said first parties hereto that during the continuance in force of this instrument they