

6537
MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 23rd day of September, A. D. 1907, between Chas. E. Dent of Lulesa, Ind. Ter. and Evangeline Dent his wife, and J. G. Mc Gannon of Lulesa, I. T., witnesseth, that

WHEREAS, the said Chas. E. Dent and Evangeline Dent is justly indebted to the said J. G. Mc Gannon in the sum of Four Thousand Dollars, (\$ 4,000.00), which is evidenced by One certain promissory note of even date herewith, to-wit:

One note due Nov. 23rd, 1908, for \$ 4,000.00; one note due _____, 190 _____

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

NOW THEREFORE, the said Chas. E. Dent and Evangeline Dent, 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. G. Mc Gannon, his heirs and assigns forever, the following described real estate, to-wit:

All of lots Twenty Two (22) and Twenty Three (23) in Baynes Addition to the City of Lulesa, I. T. according to the official Plan 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. G. Mc Gannon 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 part of of the first part, covenant and agree with the said part of 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 part of of the second part, his heirs and assigns, in one or more insurance companies satisfactory to the said part of of the second part, against fire, lightning or tornadoes. Should the part of of the first part make default in the performance of any of these stipulations, the said part of of the second part may immediately perform and discharge the same, and all accounts so expended by the said part of 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, Evangeline Dent wife of said Chas. E. Dent, do hereby release and quitclaim unto the said J. G. Mc Gannon his heirs and assigns, all my right, claim, or possibility of dower in and out of the afore described premises.

CONDITIONED, However, that if the said Chas. E. Dent and Evangeline Dent their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. G. Mc Gannon his heirs, executors, administrators, or assigns, the aforesaid sum of 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 at on this the day and year first above written.

Chas. E. Dent (L. S.)
Evangeline Dent (L. S.)

UNITED STATES OF AMERICA. }
WESTERN DISTRICT } SS.
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 Chas. E. Dent 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 Evangeline Dent wife of said Chas. E. Dent 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 24th day of Sept., 1907

My commission expires Sept. 17th 19010
[SEAL] Western Dist. I. T.

Claude F. Lingley
Notary Public.

Filed for Record Sept. 24 1907 at 11:00 o'clock a. M.

Otis Sartory
Deputy Clerk & Ex-Officio Recorder.