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MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 24th day of October, A. D. 1907, between Frank Cigrand of Argentine Kansas and Mary Cigrand his wife, and Sidney N. Smith of Tulsa Ind. Ter., witnesseth, that

WHEREAS, the said Frank Cigrand is justly indebted to the said Sidney N. Smith in the sum of Fifteen Hundred and no Dollars, (\$ 15-00⁰⁰), which is evidenced by two certain promissory notes of even date herewith, to-wit:

One note due Oct 24th, 1908, for \$ 750⁰⁰; one note due Oct 24th, 1907 for 750⁰⁰

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

NOW THEREFORE, the said Frank Cigrand, and Mary Cigrand, 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 Sidney N. Smith heirs and assigns forever, the following described real estate, to-wit:

The northeast quarter of the northeast quarter of Section sixteen (16) township nineteen (19) north Range twelve (12) east Creek Nation Western District, Indian Territory containing forty (40) acres

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 Sidney N. Smith his heirs and assigns and unto _____ own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part Y of the first part, covenant and agree with the said part Y 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 Y of the second part. heirs and assigns in one or more insurance companies satisfactory to the said part Y of the second part, against fire, lightning or tornadoes. Should the part Y of the first part make default in the performance of any of these stipulations, the said part Y of the second part may immediately perform and discharge the same, and all accounts so expended by the said part Y 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. per annum payable annually

And for the consideration aforesaid, and for divers other good and valuable considerations, I, Mary Cigrand wife of said Frank Cigrand, do hereby release and quit-claim unto the said Sidney N. Smith 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 Frank Cigrand his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Sidney N. Smith executors, administrators, or assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said notes, then this instrument shall be void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, we have hereunto set our hand S on this the day and year first above written.

Mary Cigrand (L. S.)
Frank Cigrand (L. S.)

UNITED STATES OF AMERICA.
WESTERN DISTRICT
INDIAN TERRITORY;

ss. State of Kansas
Wigandotte County SS

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the County of State of Indian Territory aforesaid, duly commissioned and acting Frank Cigrand 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 Cigrand wife of said Frank Cigrand 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 25th day of October, 1907

My commission expires May 1st, 1908
[SEAL] Wigandotte Co Kans E. F. Enhart Notary Public.

Filed for Record Oct 26, 1907, at 10 o'clock A. M.

Chas. Forten
Deputy Clerk & Ex-Officio Recorder.