

COMPARED

7242
MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 5th day of November A. D. 1907, between
Mattie C. Pagueni of Lucas, Ind. Terr.
 (a widow) his wife, and Wayne Muller
 of Ballinsville, I. T., witnesseth, that

WHEREAS, the said Mattie C. Pagueni is justly indebted to the
 said Wayne Muller in the sum of
Twelve Hundred Dollars, (\$ 1200.00), which is evidenced by one certain promissory note of
 even date herewith, to-wit:

One note due May 5th, 1908, for \$ 1500.00; one note due _____, 190____
 One note due _____, 190____, for \$ _____, for \$ _____, and one note due _____
 190____, for \$ _____

NOW THEREFORE, the said Mattie C. Pagueni
 (a widow) 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 Wayne Muller
 her heirs and assigns forever, the following described real estate, to-wit:

The Southern Fifty (50) feet of Lot No Six (6) in Block No One Hundred
and Forty-five (45) in the original town of Lucas Indian Territory, ac-
cording to the official Plat and Survey thereof. The same being a
frontage of Fifty (50) feet on South Detroit Avenue and a uniform
depth of One Hundred and forty (40) feet to the alley in said block,

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
Wayne Muller, 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 part 1 of the first part, covenant and agree with the said part
 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 1 of the second part, her heirs and assigns, in one or more insurance companies satisfactory to the said part 1 of the second part, against fire,
 lightning or tornadoes. Should the part 1 of the first part make default in the performance of any of these stipulations, the said part 1 of the second
 part may immediately perform and discharge the same, and all accounts so expended by the said part 1 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 indebt-
 edness 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, _____
 _____, wife of said _____ do hereby release and quit-
 claim unto the said _____ 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 Mattie C. Pagueni her heirs, ex-
 cutors, or administrators, shall well and truly pay or cause to be paid to the said Wayne Muller 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, I have hereunto set my hand on this the day and year first above written.

Mattie C. Pagueni (L. S.)
 _____ (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 Mattie C. Pagueni to me known as
 the mortgagor in the foregoing instrument, and stated that she 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 _____
 wife of said _____ to me well known, and in the absence of her said husband de-
 clared 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 6th day of November 1907

My commission expires July 7th 1911
 [SEAL]

W. B. Rouse
 Notary Public.

Filed for Record Nov 7 1907 at 9:05 o'clock A. M.

W. B. Rouse
 Deputy Clerk & Ex-Officio Recorder.