

## MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 6<sup>th</sup> day of September A. D. 1907, between  
John Masch of Barry Oklahoma and  
May Masch his wife, and T. M. Russell  
 of Tulsa, I.T., witnesseth, that

WHEREAS, the said John Masch is justly indebted to the  
 said T. M. Russell in the sum of  
six hundred and fifty Dollars, (\$ 650.00), which is evidenced by three certain promissory note of  
 even date herewith, to-wit:  
 One note due Nov 6, 1907, for \$ 500.00; one note due Sept 6<sup>th</sup>, 1905  
 One note due Nov 6, 1907, for \$ 300.00, for \$ 300.00, and one note due Sept 6<sup>th</sup>  
 1909, for \$ 300.00

NOW THEREFORE, the said John Masch, and  
May Masch, 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 T. M. Russell  
his heirs and assigns forever, the following described real estate, to-wit:

The North East quarter (N.E. 1/4) of the North West quarter (N.W. 1/4)  
(two twenty five (25) feet of off the West side hereby reserved for public Highway  
or street purposes) of the South East quarter (S.E. 1/4) of section four (4)  
in Township nineteen (19) North of Range thirteen (13) East in the Creek Nation  
Indian Territory, containing ten (10) acres more or less according to the U. S.  
Government Survey

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 T. M. Russell  
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 party of the first part, covenant and agree with the said party  
 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  
 party of the second part, his heirs and assigns, in one or more insurance companies satisfactory to the said party of the second part, against fire,  
 lightning or tornadoes. Should the party of the first part make default in the performance of any of these stipulations, the said party of the second  
 part may immediately perform and discharge the same, and all accounts so expended by the said party 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, May Masch  
 wife of said John Masch, do hereby release and quit-  
 claim unto the said T. M. Russell 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 John Masch his heirs, ex-  
 ecutors, or administrators, shall well and truly pay or cause to be paid to the said T. M. Russell his  
 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 hereunto set our hand on this the day and year first above written.

John Masch (I. S.)  
May Masch (I. S.)

UNITED STATES OF AMERICA.  
 WESTERN DISTRICT  
 INDIAN TERRITORY,

County of Oklahoma (ss: County of Noble)

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the County and  
District of Indian Territory aforesaid, duly commissioned and acting John Masch 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 May Masch  
 wife of said John Masch 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 on this 17<sup>th</sup> day of September 1907

My commission expires Dec 12<sup>th</sup> 1909

[SEAL]

Chas E. Dennis  
 Notary Public.

Filed for Record Nov 27 1907 at 11<sup>00</sup> o'clock a. M.

(Seal)

H. B. Harkley Rep. of Seals  
 Deputy Clerk & Ex-Officio Recorder.