

## MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 27 day of December A. D. 1906 between Susan Query of Dulca Ind. Ter. and J. K. Young his wife, and J. K. Young of Dulca Ind. Ter., witnesseth, that

WHEREAS, the said Susan Query is justly indebted to the said J. K. Young in the sum of One Hundred and Twenty Five Dollars, (\$ 125.00), which is evidenced by a certain promissory note of even date herewith, to-wit:

One note due 12/27, 1907, for \$ 125.00; one note due 12/27, 1907, for \$ 125.00; and one note due 12/27, 1907, for \$ 125.00.

NOW THEREFORE, the said Susan Query, and J. K. Young, 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. K. Young heirs and assigns forever, the following described real estate, to-wit:

Lot 76 Block 76 Seventeen (17) in North Dulca  
Dulca Ind. Ter.

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. K. Young heirs and assigns unto his 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 2 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 2 of the second part, heirs and assigns, in one or more insurance companies satisfactory to the said part 2 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 2 of the second part may immediately perform and discharge the same, and all amounts so expended by the said part 2 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, Susan Query, wife of said J. K. Young, do hereby release and quitclaim unto the said J. K. Young 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 Susan Query her heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. K. Young executors, administrators, or assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said note 1, 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.

Susan Query (I. S.)  
J. K. Young (I. 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 Susan Query 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 Susan Query wife of said J. K. Young 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 Official on this 27 day of December 1906.

My commission expires Dec 15 1907.

Notarial [SEAL]

William Query  
Notary Public.

Filed for Record Dec 26 1907 at 4:15 o'clock P.M.

(Seal)

J. C. Mackley, Reg. of Deeds  
Deputy Clerk & Ex-Officio Recorder.

I, the undersigned, acknowledge satisfaction and payment in full of this mortgage and same is hereby released.

Signed and acknowledged before me, a Notary Public, on this day and year first above written.