

## MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 30th day of July A. D. 1906, between

Carl C. Magee of Guthrie, Ind. Ter. and  
Grace G. Magee his wife, and Clarissa Bell  
 of Guthrie, Ind. Ter., witnesseth, that

WHEREAS, the said Carl C. Magee is justly indebted to the  
 said Clarissa Bell in the sum of Three Thousand  
no 100 Dollars, (\$ 3000<sup>00</sup>), which is evidenced by a certain promissory note of  
 even date herewith, to-wit:

One note due on or before two years from date for \$3000<sup>00</sup>

One note due 190, for \$ 100, for \$ 100, and one note due

190 100, for \$

NOW THEREFORE, the said Carl C. Magee, and

Grace G. Magee, 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 Clarissa Bell,

her heirs and assigns forever, the following described real estate, to-wit: Beginning at a point  
574 feet west and three hundred sixty (360) feet south of the north  
east corner of the north west (NW) quarter of section seven (7) township  
nineteen (19) north range thirteen (13) east running thence  
south three hundred sixty feet thence west three hundred  
thirty feet thence north three hundred sixty feet thence  
east three hundred thirty feet to the point of beginning.  
Containing two and seventy seven one hundredths (2 <sup>77</sup>/<sub>100</sub>) 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 Clarissa Bell  
her heirs and assigns and unto their own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said parties 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, her 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 parties 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 four per cent  
 per annum payable on demand.

And for the consideration aforesaid, and for divers other good and valuable considerations, I, Grace G. Magee  
wife of said Carl C. Magee, do hereby release and quit-  
 claim unto the said Clarissa Bell her 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 Carl C. Magee his heirs, ex-  
 cutors, or administrators, shall well and truly pay or cause to be paid to the said Clarissa Bell 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, we have hereunto set our hands on this the day and year first above written.

Carl C. Magee (L. S.)

Grace G. Magee (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 Carl C. Magee 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 Grace G. Magee  
wife of said Carl C. Magee 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 30th day of July 1906

My commission expires June 29, 1910

[SEAL]

Perival E. Magee  
 Notary Public,

Filed for Record Oct. 15 1908 at 9<sup>40</sup> o'clock A. M.

H. C. Walkley, Reg. of Deeds  
 Deputy Clerk & Ex. of Ind. Recorder.