

MORTGAGE OF REAL PROPERTY,

THIS INDENTURE, Made this 6th day of Nov, A. D. 1906, between Ida M. Walden of Shutok Okla and his wife, and

of _____, witnesseth, that

WHEREAS, the said Ida M. Walden is justly indebted to the said L. A. O'Brien in the sum of Two hundred ninety six Dollars, (\$ 296.00), which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due Nov 16, 1906, for \$ 296.00; one note due _____, 190

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

190, for \$ _____

NOW THEREFORE, the said Ida M. Walden, and

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

L. A. O'Brien, heirs and assigns forever, the following described real estate, to-wit:

The south west one fourth of northeast one fourth of northeast one fourth and the northwest one fourth of the southwest one fourth of the northeast one fourth, acres section twenty-two (22) Range
one (1) east and containing twenty 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 L. A. O'Brien heirs and assigns and unto his own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part 4 of the first part, covenant and agree with the said part 4 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 4 of the second part, his heirs and assigns, in one or more insurance companies satisfactory to the said part 4 of the second part, against fire, lightning or tornadoes. Should the part 4 of the first part make default in the performance of any of these stipulations, the said part 4 of the second part may immediately perform and discharge the same, and all accounts so expended by the said part 4 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, Ida M. Walden wife of said L. A. O'Brien, do hereby release and quitclaim unto the said L. A. O'Brien 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 Ida M. Walden has heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said L. A. O'Brien his 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.

Ida M. Walden (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 Shutok District of Indian Territory aforesaid, duly commissioned and acting Ida M. Walden 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 Notary

wife of said _____ 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 on this 6 day of Nov 1906

My commission expires _____ 190

[SEAL]

A. O. Saffron
Notary Public.

Filed for Record Nov 13 1906 at _____ o'clock _____ M.

Deputy Clerk & Ex-Officio Recorder.