

Julian
9-27-55

MORTGAGE OF REAL PROPERTY

RECORDED
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THIS INDENTURE, Made this 5th day of Dec A. D. 1908, between
Ida M. Walden of Shiatook and
his wife, and Samuel L. Cooper
of Shiatook, witnesseth, that

WHEREAS, the said Ida M. Walden is justly indebted to the
said Samuel L. Cooper in the sum of
Five hundred thirty Dollars, (\$ 530.00), which is evidenced by One certain promissory note of
even date herewith, to-wit:
One note due June 5th, 1909, for \$ 530.00; 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 Samuel L. Cooper

his heirs and assigns forever, the following described real estate, to-wit:
The South West one fourth (SW 1/4) of the North West one fourth (NW 1/4)
of the North East one fourth (NE 1/4) and the North West one fourth (NW 1/4)
of the South West one fourth (SW 1/4) of North East one fourth (NE 1/4) and the
North 42.8 Acres of Lot 2 and all of 1st part Lot one not held under deed
of H. B. Rogers and containing 5.50 acres are in Sec 26, Township
27 Range 12 East containing in all twenty-nine acres & 7/100 more
or less according to the Gov. 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 Samuel L. Cooper
his heirs and assigns unto his own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part 1/2 of the first part, covenant and agree with the said part 1/2
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 1/2 of the second part, his heirs and assigns, in one or more insurance companies satisfactory to the said part 1/2 of the second part, against fire,
lightning or tornadoes. Should the part 1/2 of the first part make default in the performance of any of these stipulations, the said part 1/2 of the second
part may immediately perform and discharge the same, and all accounts so expended by the said part 1/2 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 indebted-
ness 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 Samuel L. Cooper do hereby release and quit-
claim unto the said Samuel L. Cooper 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 Ida M. Walden his heirs, ex-
ecutors, or administrators, shall well and truly pay or cause to be paid to the said Samuel L. Cooper
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.
Ida M. Walden (L. S.)
(L. S.)

UNITED STATES OF AMERICA.
WESTERN DISTRICT
INDIAN TERRITORY, } SS.

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the Pulaski Co. Oklahoma
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 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
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 _____ on this 5th day of Dec 1908
My commission expires 7/8 1911
[SEAL] A. B. Laffoon Notary Public.

Filed for Record Dec 7th 1908 at 8 o'clock A. M.
Alb. Mackley, Register of Deeds
Deputy Clerk & Ex-Officio Recorder.