

## MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 23 day of November, A. D. 1908, between E. J. Booth and N. E. Booth of Dawson, Okla. his wife, and N. L. Lewis of Dawson, Okla., witnesseth, that

WHEREAS, the said E. J. Booth is justly indebted to the said N. L. Lewis in the sum of Sixty six and 7/10 Dollars, (\$ 66.70), which is evidenced by A certain promissory note of even date herewith, to-wit:

One note due May 21, 1909, for \$ 66.70 with interest at the rate of 8%

One note due from date, 1908, for \$         , for \$         , and one note due 1908, for \$         

NOW THEREFORE, the said E. J. Booth and N. E. Booth, 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 N. L. Lewis their heirs and assigns forever, the following described real estate, to-wit:

Lot No. three (3) in Block No. fourteen (14) in the town of Dawson, Oklahoma, according to the recorded amended plat thereof

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 N. L. Lewis their heirs and assigns and unto their own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part of of the first part, covenant and agree with the said part of 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 of of the second part, heirs and assigns, in one or more insurance companies satisfactory to the said part of of the second part, against fire, lightning or tornadoes. Should the part of of the first part make default in the performance of any of these stipulations, the said part of of the second part may immediately perform and discharge the same, and all accounts so expended by the said part of 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, N. E. Booth, wife of said E. J. Booth, do hereby release and quitclaim unto the said N. L. Lewis their 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 E. J. Booth or his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said N. L. Lewis their executors, administrators, or assigns, the aforesaid sum of of money, with interest thereon, according to the tenor of said note of, 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.

E. J. Booth (L. S.)  
N. E. Booth (L. S.)

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

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the County of Adair District of Indian Territory aforesaid, duly commissioned and acting E. J. Booth 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 N. E. Booth wife of said E. J. Booth 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 Public on this 23 day of November 1908  
My commission expires Jan. 29 1911

[SEAL]

Notary Public.

Filed for Record Mar 2 1909 at 2 o'clock P M.

[SEAL]

H. B. Walker Dep. of Adams  
Deputy Clerk & Ex-Officio Recorder