

## MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 1st day of September A. D. 1907, between E. A. Wilson of Catoosa, I. T. and E. A. Wilson his wife, and E. S. Casner of Hannas City, Mo., witnesseth, that

WHEREAS, the said E. A. Wilson is justly indebted to the said E. S. Casner in the sum of Twenty five hundred Dollars, (\$ 3500.00), which is evidenced by and certain promissory note of even date herewith, to-wit:

One note due Sept 1st, 1912, for \$ 3500.00; one note due 190

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

NOW THEREFORE, the said E. A. Wilson, and E. A. Wilson, 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 E. S. Casner, her heirs and assigns forever, the following described real estate, to-wit:

The southwest quarter of section twenty five (25) township nineteen (19) north, range fourteen (14) east of the Indian Meridian containing 160 acres more or less

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 E. S. Casner, her heirs and assigns and unto her 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, her 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, E. A. Wilson, wife of said E. A. Wilson, do hereby release and quit-claim unto the said E. S. Casner, 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 E. A. Wilson his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said E. S. Casner, 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 hand and seal on this the day and year first above written.

E. A. Wilson (L. S.)  
E. A. Wilson (L. S.)

UNITED STATES OF AMERICA.  
WESTERN DISTRICT  
INDIAN TERRITORY  
Roger County, State of Oklahoma } SS.

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the County District of Indian Territory aforesaid, duly commissioned and acting E. A. Wilson 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 E. A. Wilson wife of said E. A. Wilson 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 Pub. on this 16th day of March 1908

My commission expires May 11 1912

[SEAL]

J. M. Addison Notary Public.

Filed for Record Feb. 10 1908 at 8 o'clock a. M.

Seal

H. B. Walkley, Dep. of Deeds  
Deputy Clerk & Ex. Office Recorder

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released, for E. A. Wilson that was signed on 19-10-07. Signed and acknowledged before me Feb 3 1911. H. B. Walkley