

## MORTGAGE OF REAL PROPERTY

COMPARED THIS INDENTURE, Made this 7th day of May, A. D. 1900, between Ella Hayes of Skiatook Okla and Catherine Scott his wife, and Collinsville, witnesseth, that

WHEREAS, the said Ella Hayes is justly indebted to the said Catherine Scott in the sum of One hundred twenty five Dollars, (\$ 125.00), which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due May 7, 1901, for \$ 125.00; one note due May 7, 1901, for \$ 125.00; and one note due May 7, 1901, for \$ 125.00 with interest @ 6 per cent per annum

NOW THEREFORE, the said Ella Hayes, and Catherine Scott, 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

Catherine Scott, heirs and assigns forever, the following described real estate, to-wit: Lot 15 Block 36 town of Skiatook Okla. according to the 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 Catherine Scott, her heirs and assigns unto her own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said Ella Hayes of the first part, covenant and agree with the said Catherine Scott 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 Catherine Scott of the second part, her heirs and assigns, in one or more insurance companies satisfactory to the said Catherine Scott of the second part, against fire, lightning or tornadoes. Should the said Ella Hayes of the first part make default in the performance of any of these stipulations, the said Catherine Scott of the second part may immediately perform and discharge the same, and all accounts so expended by the said Catherine Scott 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, Ella Hayes, wife of said Catherine Scott, do hereby release and quitclaim unto the said Catherine Scott, 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 Ella Hayes heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Catherine Scott 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, I Ella Hayes have hereunto set my hand on this the day and year first above written. (L. S.)

State of Okla.  
UNITED STATES OF AMERICA.  
WESTERN DISTRICT  
INDIAN TERRITORY, } SS.  
County of Delaware

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 Ella Hayes 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 Ella Hayes wife of said Catherine Scott 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 7 day of May, 1900

My commission expires 1900

[SEAL]

C. H. Cleveland  
Notary Public.

Filed for Record Aug 16, 1900 at 3:25 o'clock P. M.

Seal W. H. Walker Rep. of Record  
Deputy Clerk & Ex. Office Recorder