

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 19th day of January A. D. 1911, between Charles H. Holcomb of Shiatook, Oklahoma and Clara Holcomb his wife, and E. C. Templeton of Shiatook, Oklahoma, witnesseth, that

WHEREAS, the said Charles H. Holcomb and Clara Holcomb, his wife is justly indebted to the said E. C. Templeton in the sum of One Thousand Dollars, (\$ 1,000.00), which is evidenced by two certain promissory note \$ of even date herewith, to-wit:

One note due January 19, 1911, for \$ 500.00; one note due January 19, 1911

One note due Jan. 19th, 1913, for \$ 500.00, for \$ 500.00, and one note due

1900, for \$

NOW THEREFORE, the said Charles H. Holcomb, and Clara Holcomb, 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. C. Templeton, heirs and assigns forever, the following described real estate, to-wit:

Lots Twenty one (21) and Twenty-two (22) in Block Seven (7) in the incorporated town of Shiatook, Oklahoma, according to the recorded 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 E. C. Templeton, his 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 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 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, Clara Holcomb, wife of said Charles H. Holcomb, do hereby release and quitclaim unto the said E. C. Templeton, 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 Charles H. Holcomb and Clara Holcomb, their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said E. C. Templeton, his heirs, 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 \$ on this the day and year first above written.

Charles H. Holcomb (I. S.)

Clara Holcomb (I. S.)

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

State of Oklahoma, Tulsa County

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the said state and county, Charles H. Holcomb 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 Clara Holcomb wife of said Charles H. Holcomb 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 19th day of January 1911.

My commission expires June 4th 1913.

[SEAL]

E. C. Cochran
Notary Public.

Filed for Record Jan 30 1911 at 3⁰⁵ o'clock P. M.

H. G. Walker
Deputy Clerk & Ex-Officio Recorder.

For value received, I acknowledge satisfaction of this mortgage, and same is hereby released within mortgage, and same is hereby released.

Signed and acknowledged before me E. C. Templeton Notary Public Oct 17-1911