

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this _____ day of _____ A. D. 190 __, between _____ of _____ and _____ his wife, and _____ of _____, witnesseth, that

WHEREAS, the said _____ is justly indebted to the said _____ in the sum of _____ Dollars, (\$ _____), which is evidenced by _____ certain promissory note of even date herewith, to-wit:

One note due _____, 190 __, for \$ _____; one note due _____, 190 __

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

NOW THEREFORE, the said _____, 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 _____, heirs and assigns forever, the following described real estate, to-wit:

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 _____ heirs and assigns and unto _____ own proper use, benefit and behoof forever.

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

(L. S.)

(L. S.)

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

BE IT REMEMBERED, That on this day came before me, the undersigned, a _____ within and for the _____ District of Indian Territory aforesaid, duly commissioned and acting _____ 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 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 _____ on this _____ day of _____ 190 __

My commission expires _____ 190 __

[SEAL]

Notary Public.

Filed for Record _____ 190 __ at _____ o'clock _____ M.

Deputy Clerk & Ex-Officio Recorder.