

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 3d day of July A. D., 1906, between Frank Johnson and Hattie Johnson of Cambridge, Neb. his wife, and W. T. Lyndon witnesseth, that

WHEREAS, the said Frank Johnson & Hattie Johnson is justly indebted to the said W. T. Lyndon

in the sum of Three Hundred and Twelve & 20/100 DOLLARS (\$372.00)

evidence by W. T. Lyndon certain promissory note of even date herewith, to-wit:
 One note due July 3d, 1907, for \$272.00; one note due 1906 for \$100
 One note due 1906 for \$100 and one note due 1906 for \$100

NOW, THEREFORE, the said Frank Johnson and Hattie Johnson 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 W. T. Lyndon his heirs and assigns forever, the following described real estate, to-wit:

Lots 8 One (1) and Two (2) in Block Eight (8) in the Homestead Addition to the town of Broken Arrow, Indian Territory and according to the official 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 W. T. Lyndon 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 parties of the first part, covenant and agree with the said party 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 party of the second part, his heirs and assigns in one or more insurance companies satisfactory to the said party of the second part, against fire, lightning and tornadoes. Should the party of the first part make default in the performance of any of these stipulations, the said party of the second part may immediately perform and discharge the same, and all amounts so expended by the said party 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, to Hattie Johnson, wife of said Frank Johnson do hereby release and quit-claim unto the said W. T. Lyndon his heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said Frank Johnson and Hattie Johnson their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said W. T. Lyndon 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, W. T. Lyndon have hereunto set W. T. Lyndon hand & seal on this the day and year first above written.
Frank Johnson (L.S.)
Hattie Johnson (L.S.)

UNITED STATES OF AMERICA,
 WESTERN DISTRICT
 INDIAN TERRITORY

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public within and for the Western District of Indian Territory aforesaid, duly commissioned and acting Frank Johnson 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 Hattie Johnson wife of said Frank Johnson 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 to 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 3d day of July 1906
W. T. Lyndon Notary Public.
 My commission expires Aug 15th 1907

Filed for record July 5 1906 at 1:30 o'clock P. M.
Oliver Linton
Register