

# MORTGAGE OF REAL PROPERTY.

103

C. D.  
C. I.

THIS INDENTURE, Made this 6th day of Oct, A. D., 1906, between Thos. E. Shaw of Indian, I. T. and Gracia W. Shaw his wife, and L. W. Eichelberger of Indian, I. T. witnesseth, that

WHEREAS, the said Thos. E. Shaw and Gracia W. Shaw is justly indebted to the said L. W. Eichelberger in the sum of Four hundred and sixty nine DOLLARS, (\$469.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due July 25th 1907 for \$469.00, one note due 190 for \$      
One note due 190 for \$     and one note due 190 for \$    

NOW, THEREFORE, the said Thos. E. Shaw and Gracia W. Shaw 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 L. W. Eichelberger his heirs and assigns forever, the following described real estate, to-wit:

Beginning at a point 484 feet south of the quarter section corner between sections 11 and 12 in Township 19, North Range 12 East, in Creek Nation, Indian Territory, and running thence West 722 feet to the left bank of the Arkansas River, thence south easterly along said bank 262 feet, thence East 560 feet to the section line between sections 11 and 12, said Township and Range, thence North along said section line 286 feet to the place of beginning, containing 3.02 acres more or less, and being a part of Lot 2 in section 11, Township 19 N, R 12 East. And subject to a mortgage of \$600.00 held by Farmers Natl Bank on South One acre and \$400.00 held by Thos. W. Wall on North One acre.

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 L. W. Eichelberger 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 party 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, I, Gracia W. Shaw wife of said Thos. E. Shaw do hereby release and quit-claim unto the said L. W. Eichelberger 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 Thos. E. Shaw his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said L. W. Eichelberger his 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 day and year first above written.

Thos. E. Shaw (L. S.)  
Gracia W. Shaw (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 Thos. E. Shaw 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 Gracia W. Shaw wife of said Thos. E. Shaw 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 22 day of November 1906.  
[SEAL] Western Dist. I. T. E. Milton Latimer Notary Public.  
My commission expires January 10 1908.

Filed for record Nov. 26 1906 at 7:50 o'clock A. M.

Oliver Lorton  
Deputy Clerk and Ex-officio Recorder