

COMPARED

1853

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 15th day of December A. D., 1906, between Henry W. Perryman of Tulsa, Ind. Terr. and Gertrude Perryman his wife, and Melvin Logan of _____, witnesseth, that

WHEREAS, the said Henry W. Perryman is justly indebted to the said Melvin Logan in the sum of Eighteen Hundred DOLLARS. (\$1800.00) which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due December 15th, 1901, for \$1800.00; one note due _____ for \$ _____
One note due _____ for \$ _____ and one note due _____ for \$ _____

NOW, THEREFORE, the said Henry W. Perryman and Gertrude Perryman 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 Melvin Logan his heirs and assigns forever, the following described real estate, to-wit:

The East one Half of the North West Quarter and the South West Quarter of the North West Quarter of Section Seventeen (17) Township Eighteen (18) North Range Thirteen (13) East in the Creek Nation Indian Territory and containing One Hundred and Twenty acres more or less according to the U. S. Geological Survey thereof. The above described land being a portion of the allotment of "George Perryman," deceased.

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 Melvin Logan his heirs and assigns unto her 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 her heirs and assigns in one or more insurance companies satisfactory to the said party of the second part, against fire lightning or 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 accounts 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, Gertrude Perryman wife of said Henry W. Perryman do hereby release and quit-claim unto the said Melvin Logan heirs and assigns, all my right, claim, or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Henry W. Perryman his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Melvin Logan 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.

Henry W. Perryman (L.S.)

Gertrude Perryman (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 Henry W. Perryman 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 Gertrude Perryman wife of said Henry W. Perryman 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 15th day of December 1906

[SEAL] Tulsa, Ind. Terr.

Samuel C. Davis

Notary Public.

My commission expires March 27th A.D. 1908

Filed for rec. rd. Dec. 15, 1906, at 2:30 o'clock, P. M.