

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 1st day of October A. D., 1906, between E. L. Martinis of Indian, I.T. and Jennie H. Martinis, his wife, and L. C. Wells and Ralca H. Morley, witnesses, that

WHEREAS, the said E. L. Martinis and Jennie H. Martinis are justly indebted to the said L. C. Wells and Ralca H. Morley in the sum of Twenty-six hundred & 00/100 DOLLARS, (\$ 2600.00) which is evidence by three certain promissory notes of even date herewith, to-wit:

One note due July 2nd, 1902, for \$ 300.00, one note due April 1st, 1902, for \$ 300.00
 One note due Oct. 1st, 1906, for \$ 2000.00 Above notes bearing interest at the rate of 8% per annum,
 payable semi-annually.

NOW, THEREFORE, the said E. L. Martinis and Jennie H. Martinis, 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. C. Wells and Ralca H. Morley their heirs and assigns forever, the following described real estate, to-wit:

That part of Lot No. Four (4) in Block No. One hundred forty-six (146) in the town of Indian, I.T., according to the official Plat and Survey thereof, having a frontage of fifty (50) feet on South Cincinnati Avenue and a depth of one hundred forty (140) feet to the alley line in rear of said lot, with a uniform width of fifty (50) feet, lying parallel to and adjoining East on the Street, this being a tract of ground commonly described as the South half (1/2) of Lot No. Four (4) in Block No. One hundred forty-six (146).

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. C. Wells and Ralca H. Morley their heirs and assigns unto their 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 parties 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 parties of the second part their heirs and assigns in one or more insurance companies satisfactory to the said parties of the second part, against fire lightning or tornadoes. Should the parties of the first part make default in the performance of any of these stipulations, the said parties of the second part may immediately perform and discharge the same, and all accounts so expended by the said parties 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, Jennie H. Martinis wife of said E. L. Martinis, do hereby release and quit-claim unto the said L. C. Wells and Ralca H. Morley their heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said E. L. Martinis and Jennie H. Martinis their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said L. C. Wells and Ralca H. Morley their 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 the day and year first above written.

E. L. Martinis (L.S.)

Jennie H. Martinis (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 E. L. Martinis 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 Jennie H. Martinis wife of said E. L. Martinis 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 1st day of October, 1906.

(SEAL) Wm. Western District Indian Territory

W. C. Rose

Notary Public.

My commission expires July 1, 1907.

Filed for record Dec 5, 1906, at 11 o'clock a. m.

Chas. Lorton
Notary Public for Indian Territory