

P. D. 227
C. D.
C. I.

NO. 1906
MORTGAGE OF REAL PROPERTY.

111

THIS INDENTURE, Made this 31st day of October, A. D., 1906, between William A. McElernott of Indes, Indian Territory and Anna M. McElernott, his wife, and Jane L. Stigleman of Richmond, Indiana, witnesseth, that

WHEREAS, the said William A. & Anna M. McElernott are justly indebted to the said Jane L. Stigleman in the sum of Twelve Hundred no/100 DOLLARS, (\$ 1200.00) which is evidence by their certain promissory note of even date herewith, to-wit:

Principal One note due November 1st, 1907, for \$ 12.00; interest one note due May 1st, 1902, for \$ 48.
interest One note due November 1st, 1902, for \$ 48.00 for 1902 and one note due May 1st, 1903, for \$ 48.00 and one interest note due November 1st, 1904 for \$ 48.00
NOW, THEREFORE, the said William A. McElernott and

Anna M. McElernott 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 Jane L. Stigleman her heirs and assigns forever, the following described real estate, to-wit:

The West Fifty (50) feet of Lot One (1) Block One Hundred and eight (108) original town of Indes, Creek Nation, Indian Territory; as approved by the Secretary of Interior April 11th, 1902.

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 Jane L. Stigleman her heirs and assigns and 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, her 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, Anna M. McElernott wife of said William A. McElernott, do hereby release and quit-claim unto the said Jane L. Stigleman her heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises

CONDITIONED, However, that if the said William A. & Anna M. McElernott their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Jane L. Stigleman her 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.

William A. McElernott (I. S.)
Anna M. McElernott (I. 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 William A. McElernott 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 Anna M. McElernott wife of said William A. McElernott 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 home end 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 31st day of October, 1906
[SEAL] Western District Indian Territory C. W. Coggeshall Notary Public.
My commission expires May 13, 1907

Filed for record Oct 31, 1906 at 5 o'clock P. M.

Chas. Linton
County Clerk and Ex-officio Recorder