

COMPARED

NO. 1828

117

MORTGAGE OF REAL PROPERTY.

31
C. D.
C. I.

THIS INDENTURE, Made this 6th day of December A. D., 1906, between John T. Perryman and Louella Perryman his wife, and S. W. Mann of Tulsa, D. T., witnesses, that

WHEREAS, the said John T. Perryman and Louella Perryman is justly indebted to the said S. W. Mann

in the sum of Two Hundred Fifty DOLLARS (\$250.00) which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due Dec 6, 1907, for \$250.00; one note due 190 for \$ and one note due 190 for \$

NOW, THEREFORE, the said John T. Perryman and Louella 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 S. W. Mann heirs and assigns forever, the following described real estate, to-wit:

The South West Quarter of the North West Quarter of Sec 8, T. 19 N. and Range 14 East Subject to one certain mortgage now assumed by said S. W. Mann.

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 S. W. Mann 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 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, Louella Perryman wife of said John T. Perryman do hereby release and quit-claim unto the said S. W. Mann heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises

CONDITIONED, However, that if the said John T. Perryman and Louella Perryman their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said S. W. Mann 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 hands on this the day and year first above written.

John T. Perryman (L. S.)
Louella 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 Louella Perryman to me known as the mortgagor in the foregoing instrument, and stated that she 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 John T. Perryman husband Louella Perryman wife of said John T. 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 her 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 Officer on this 6 day of December 1906
[SEAL] S. W. Mann L. W. Mann Notary Public.
My commission expires June 18 1910

Filed for record Dec 15 1906 at 7 o'clock P. M.