

MORTGAGE OF REAL PROPERTY.

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THIS INDENTURE, Made this 18th day of December, A. D. 1906, between David R. McHaven of Indian Territory and Kate McHaven his wife, and J. Slater Davidson of Oklahoma, Indian Ter., witnesseth, that

WHEREAS, the said David R. McHaven & Kate McHaven are justly indebted to the said J. Slater Davidson in the sum of Six Hundred - - - - - 75/100 DOLLARS, (\$675.00) which is

evidence by three certain promissory notes of even date herewith, to-wit:
One note due December 18, 1906, for \$600.00; interest note due June 18, 1907, for \$24.00;
One note due December 18, 1907, for \$24.00; and interest note due June 18, 1908, for \$24.00 and one interest note due December 18, 1908, for \$24.00
 NOW, THEREFORE, the said David R. McHaven and

Kate McHaven 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 J. Slater Davidson his heirs and assigns forever, the following described real estate, to-wit:

All of Lot Six (6) in Block One Hundred & Sixty-two (162) according to the plat of the town of Tulsa, Creek Nation, Indian Territory, as approved by the Secretary of Interior April 10th, 1902.

It is understood and agreed that the Mortgagors above mentioned have the privilege of renewing this loan for a term of one year from date of maturity if so desired, at the same rate of interest.

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 J. Slater Davidson his 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, his 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, Kate McHaven wife of said David R. McHaven do hereby release and quit-claim unto the said J. Slater Davidson his heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said David R. McHaven & Kate McHaven their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. Slater Davidson 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.
David R. McHaven (L.S.)
Kate McHaven (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 David R. McHaven & Kate McHaven to me known as the mortgagors in the foregoing instrument, and stated that they 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 Kate McHaven wife of said David R. McHaven 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 18th day of December, 1906
(SSEAL) Western District, Indian Territory
My commission expires May 18th, 1902
C. W. Coggeshall Notary Public

Filed for record Dec 19, 1906, at 10:55 o'clock A.M.
Thos. Linton
Deputy Clerk and Ex-officio Recorder