

COMPARED

NO. 2080

131

MORTGAGE OF REAL PROPERTY

P. D. 730
F. 1737
C. D.
C. I.

THIS INDENTURE, Made this 29th day of Nov, A. D., 1906, between Jessie L. Hollis of Indian, Ind. Ter. and Solomon M. Hollis her husband his wife, and L. C. Wells and Ralston K. Morley of Indian, Ind. Ter. witnesses that WHEREAS, the said Jessie L. Hollis & Solomon M. Hollis are justly indebted to the said L. C. Wells and Ralston K. Morley in the sum of six hundred & thirty nine ²⁵/₁₀₀ DOLLARS, (\$639 ²⁵/₁₀₀) which is evidence in by certain promissory note of even date herewith, to-wit:

One note due Nov 23, 1907, for \$200 ⁰⁰/₁₀₀; one note due Nov 23, 1907, for \$139 ²⁵/₁₀₀; and one note due Nov 23, 1907, for \$00 ⁰⁰/₁₀₀.

NOW, THEREFORE, the said Jessie L. Hollis and Solomon M. Hollis her husband do hereby grant, bargain, sell and convey unto the said L. C. Wells and Ralston K. Morley heirs and assigns forever, the following described real estate, to-wit:

All of lot seven (7) and the East twenty feet of even width and one hundred and forty feet in length of lot eight (8) all in block three (3) Lindsay's First Addition as shown upon the official map of Indian West West Indian Territory.

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 Ralston K. Morley 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 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, fees 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, Solomon M. Hollis husband of said Jessie L. Hollis do hereby release and quit-claim unto the said L. C. Wells and Ralston K. Morley heirs and assigns, all my right, claim or possibility of any and out of the aforesaid premises.

CONDITIONED, However, that if the said Jessie L. Hollis & Solomon M. Hollis their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said L. C. Wells and Ralston K. Morley executors, administrators, or assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said note, and then this instrument shall be void otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, have hereunto set hand on this the day and year first above written.

Jessie L. Hollis (L.S.)
Solomon M. Hollis (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, Solomon M. Hollis 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 Jessie L. Hollis wife of said Solomon M. Hollis 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 N. P. on this 2nd day of January, 1906
(SEAL) Western District Ind. Ter. G. L. Holt Notary Public.
My commission expires Oct 1, 1907.

Filed for record Jan 2, 1907, at 4³⁰ o'clock P. m.

Oliver Linton
Deputy Clerk and Ex-officio Recorder