

## MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 22<sup>nd</sup> day of December A. D. 1906, between William Roswell of Greencastle, Indiana and Lucy Roswell his wife, and John N. Hodge of Tulsa, I. T. witnesseseth, that

WHEREAS, the said William and Lucy Roswell are justly indebted to the said John N. Hodge in the sum of Nineteen Hundred DOLLARS (\$1900<sup>00</sup>) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due Dec 22<sup>nd</sup> 1907 for \$1900<sup>00</sup> one note due 190 for \$1

One note due 190 for \$1 and one note due 190 for \$1

NOW, THEREFORE, the said William Roswell and Lucy Roswell 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 John N. Hodge heirs and assigns forever, the following described real estate, to-wit:

All of the Southeast Quarter of Section One (10) Township Nineteen (19) North Range Eleven (11) East, except the right of way of M. & O. R.R. being one hundred sixty acres more or less by U. S. Government survey

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 John N. Hodge his heirs and assigns and unto their own own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part of the first part, covenant and agree with the said part 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 part of the second part, heirs and assigns in one or more insurance companies satisfactory to the said part of the second part, against fire lightning or tornadoes. Should the part of the first part make default in the performance of any of these stipulations, the said part of the second part may immediately perform and discharge the same, and all accounts so expended by the said part 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, Lucy Roswell wife of said William Roswell do hereby release and quit-claim unto the said John N. Hodge 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 William & Lucy Roswell their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said John N. Hodge 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 on this the day and year first above written.

William Roswell (I. S.)

Lucy Roswell (I. S.)

UNITED STATES OF AMERICA,  
Notary Public,  
Indian Territory,  
Pottawatomie Co., Indiana.

BE IT REMEMBERED: That on this day came before me, the undersigned, a Philip M. Frank Justice of the Peace within and for the Pottawatomie County, State of Indiana Territory aforesaid, duly commissioned and acting William Roswell 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 Lucy Roswell wife of said William Roswell 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 Justice of Peace on this 2 day of January 1907

(SEAL) Pottawatomie Co., Indiana.

My commission expires Mar 4 1907

Philip M. Frank  
Justice of Peace

Notary Public.

Filed for record Jan 2 1907 at 9 o'clock A. M.

Chas. Linton  
County Clerk and Ex. Officer Pottaw.