

MORTGAGE OF REAL PROPERTY.

F. D.
P. I.
C. L.
C. D.
C. I.

THIS INDENTURE, Made this 27th day of November A. D. 1906, between Ernest L. Wilson of Indian, Ind. Terr. and Carrie M. Wilson his wife, and J. A. Friend of Indian, Ind. Terr. witnesseth, that

WHEREAS, the said Ernest L. Wilson is justly indebted to the said J. A. Friend in the sum of Five hundred and fifty DOLLARS, (\$ 550.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due November 27th 1906 for \$ 550.00; one note due With 7% interest 1906 for \$
One note due 1906 for \$ and one note due November 27 1906 for \$

NOW, THEREFORE, the said Ernest L. Wilson and Carrie M. Wilson his wife, for the better securing the payment of the money aforesaid, with in-

est thereon according to the tenor and effect of said note above mentioned, do hereby grant, bargain, sell and convey unto the said J. A. Friend his heirs and assigns forever, the following described real estate, to-wit:
situated in the Western District of the Indian Territory, Lot Three (3) in Block Two (2) in Friend and Gillette addition, according to the recorded plat thereof.

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. A. Friend 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 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 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 and 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 amounts so expended by the said part of the second part, his 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, Carrie M. Wilson wife of said Ernest L. Wilson do hereby release and quit-claim unto the said J. A. Friend his heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said Ernest L. Wilson his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. A. Friend 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.

Ernest L. Wilson (L. S.)

Carrie M. Wilson (L. S.)

UNITED STATES OF AMERICA,
Western District
INDIAN TERRITORY
Western District

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 Ernest L. Wilson 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 Carrie M. Wilson wife of said Ernest L. Wilson 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 Public on this 17th day of December 1906
(SEAL) Western District, Indian Territory C. O. Coggeshall Notary Public.

My commission expires May 15th 1908

Filed for record Jan 6 1907 at 2 o'clock P. M.

Oliver Linton
Deputy Clerk and Ex-officio Recorder

Signed and acknowledged before me Jan 27 1908
J. A. Friend
for value received, acknowledged, acknowledged, and same is hereby related
within mortgage, and same is hereby related