

COMPARED

No 236

139

## MORTGAGE OF REAL PROPERTY.

C. L.  
C. D.  
C. L.

THIS INDENTURE, Made this 19th day of December, A. D., 1902, between Curtis L. Huskinson of Bixby Indian Territory and Alice H. Huskinson his wife, and R. K. Pearson & C. R. Piwett of Bixby Indian Territory, witnesseth, that

WHEREAS, the said Curtis L. Huskinson & Alice H. Huskinson is justly indebted to the said R. K. Pearson & C. R. Piwett in the sum of Five Hundred Eighty one and no/100 DOLLARS (\$581.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due Nov 15, 1902, for \$581.00; one note due 1902, for \$  
One note due 1902, for \$, and one note due 1902, for \$.

NOW, THEREFORE, the said Curtis L. Huskinson and Alice H. Huskinson 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 R. K. Pearson & C. R. Piwett his heirs and assigns forever, the following described real estate, to-wit:

Lot number eighteen (18) in Block Number Ten (10) in the Millard Addition to the town of Bixby Creek Indian Territory according to the plat of said town.

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 R. K. Pearson and C. R. Piwett their 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, 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, Alice H. Huskinson wife of said Curtis L. Huskinson do hereby release and quit-claim unto the said R. K. Pearson & C. R. Piwett their heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Curtis L. Huskinson and Alice H. Huskinson their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said R. K. Pearson and C. R. Piwett their 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, they have hereunto set their hands on this the day and year first above written.

Curtis L. Huskinson (I. S.)

Alice Huskinson (I. 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, Curtis L. Huskinson 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 Alice H. Huskinson wife of said Curtis L. Huskinson 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 20th day of January, 1902

(SEAL) Western District

[Signatures of Notary and Commissioned] Notary Public.

Filed for record Jan 7 1902 at 1 o'clock A. M.

Oliver Linton  
Deputy Clerk and Recorder