

MORTGAGE OF REAL PROPERTY.

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

THIS INDENTURE, Made this Sixth day of December A. D. 1906 between Jim Cherry
 of Indian Dist. Tex. and Lizzie Cherry his wife, and
 of Indian Dist. Tex. witnesseth that

WHEREAS, the said Jim Cherry & Lizzie Cherry is justly indebted to the said
R. E. Sellers
 in the sum of Five hundred DOLLARS (\$ 500.00) which is
 evidence by One certain promissory note of even date herewith, to-wit:

One note due Dec. 6th 1907 for \$ 500.00; one note due 190 for \$
 One note due 190 for \$ and one note due 190 for \$

NOW, THEREFORE, the said Jim Cherry and
Lizzie Cherry his wife, for the better securing the payment of the money aforesaid, with in-
 terest thereon according to the tenor and effect of said note above mentioned, do hereby grant, bargain, sell and convey unto the said R. E. Sellers
his heirs and assigns forever, the following described real estate, to-wit:

All of Lot Eleven (11) in Block Two (2) in the Survey Addition to the City of Tulsa Western District, said
plot being recorded in the United States Court of the Eighth (8) ascending district at Tulsa, Ind. Tex.

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. E. Sellers
his heirs and assigns and unto his 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 party 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 or 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 accounts
 so expended by the said party 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 four per cent per annum payable on demand.

And for the consideration aforesaid, and for divers other good and valuable considerations, I, Lizzie Cherry
 wife of said Jim Cherry do hereby release and quit-claim unto the said R. E. Sellers
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 Jim Cherry & Lizzie Cherry their
 heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said R. E. Sellers
 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 the day and year first above written.

Witness to make
P. L. Thurman,
R. B. Giverson

Jim Cherry (L.S.)
Lizzie Cherry (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 Jim Cherry
 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 Lizzie Cherry wife of said
Jim Cherry 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 6 day of December 1906
(Said Western District J. J. Thurman, Notary Public)
R. B. Giverson Notary Public.

Filed for record Jan 9 1907 at 11 o'clock A. M.

Wm. Linton
Deputy Clerk and Ex-officio Recorder