

ORIGINAL

No. 2314

145

MORTGAGE OF REAL PROPERTY.

RECORDED
F. I. C. L.
C. D.
C. L.

THIS INDENTURE, Made this 21st day of January, A. D. 1907, between Jessie L. Hollis of Indian Territory, Western District and Solomon M. Hollis, her husband, his wife, and Thomas Wiswall of Idaho, D. T., witnesseth, that

WHEREAS, the said Jessie L. Hollis is justly indebted to the said Thomas Wiswall in the sum of Four Hundred DOLLARS. (\$400.00) which is evidence by two certain promissory notes of even date herewith, to-wit: dated June 25-1906.

One note due June 25 1907, for \$200.00; one note due June 25 1907, for \$200.00.
One note due 190 for \$ and one note due 190 for \$.

NOW, THEREFORE, the said Jessie L. Hollis and Solomon M. Hollis, her husband his wife, for the better securing the payment of the money aforesaid, with interest thereon according to the tenor and effect of said notes above mentioned, do hereby grant, bargain, sell and convey unto the said Thomas Wiswall his heirs and assigns forever, the following described real estate, to-wit:

Beginning at a point 221 feet south of the quarter section corner between sections eleven (11) and twelve (12) township nineteen (19) North, Range twelve (12) East and running thence on a magnetic course south, 74° West, 444 feet to the left bank of the Arkansas River thence down said bank to its intersection with the section line between sections 1 and 12, Sup. 19 N, R. 12 E, thence north along said section line to place of beginning, being (3.1) three acres more or less out of the S. E. corner of lot 7, sec. 11, Sup. 19 N, R. 12 E, all of said real estate being situated in the Creek Nation, Western District, D. T.

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 Thomas Wiswall 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 costs 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 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 Thomas Wiswall his heirs and assigns, all my right, claim or possibility of any in and out of the aforesaid premises.

CONDITIONED, However, that if the said Jessie L. Hollis her heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Thomas Wiswall 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 and seal 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,
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 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 as the person whose name appears in the foregoing instrument to the well known, and in the absence of her said husband declared that she had, of her own free will, executed said mortgage 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 21st day of January 1907.
(SEAL) Western District, D. T. John R. Ramsey Notary Public.

My commission expires Nov. 12th 1908.

Filed for record Jan. 21 1907 at 12:00 o'clock P. M.

Alta Linton
County Clerk, Indian Territory