

# MORTGAGE OF REAL PROPERTY.

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C. I.

THIS INDENTURE, Made this Eighteenth day of December, A. D., 1906, between J. W. Cremen of Lula, D. I. and Mrs. Edwitta Cremen his wife, and J. N. Givens of Providence, Ky. witnesseth, that

WHEREAS, the said J. W. Cremen is justly indebted to the said J. N. Givens in the sum of Fifteen Hundred DOLLARS (\$1500 <sup>00</sup>/<sub>100</sub>) which is evidence in by one certain promissory note of even date herewith, to-wit:

One note due July 1st, 1906, for \$1500 <sup>00</sup>/<sub>100</sub>; and one note due July 1st, 1906, for \$1500 <sup>00</sup>/<sub>100</sub>; and one note due July 1st, 1906, for \$1500 <sup>00</sup>/<sub>100</sub>.

NOW, THEREFORE, the said J. W. Cremen and Mrs. Edwitta Cremen 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 J. N. Givens his heirs and assigns forever, the followings described real estate, to-wit:

The North half (1/2) of Lot 4 in Block 153 of the town of Lula, D. I. according to the official plat and Survey 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. N. Givens 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 party 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 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 accounts so expended by the said party 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, Mrs. Edwitta Cremen wife of said J. W. Cremen do hereby release and quit-claim unto the said J. N. Givens

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 J. W. Cremen his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. N. Givens 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.

J. W. Cremen (I. S.)

Mrs. Edwitta Cremen (I. S.)

UNITED STATES OF AMERICA,  
Notary Public,  
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 J. W. Cremen 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 Mrs. Edwitta Cremen wife of said J. W. Cremen 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 18th day of January, 1907

(SEAL) For Western District, Indian Territory W. B. Rose Notary Public.

My commission expires on the 1st day of January, 1908

Filed for record Jan. 24, 1907, at 6 o'clock a m.

Chas. Lorton  
Deputy Clerk of the Recorder