

MORTGAGE OF REAL PROPERTY.

155

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

THIS INDENTURE, Made this 17th day of November A. D. 1906 between Berna W. Beaver of Indian Territory and David Beaver, her husband, his wife, and Loren Conway witnesseth, that

WHEREAS, the said Berna W. Beaver and David Beaver are justly indebted to the said Loren Conway in the sum of Seven Hundred and fifteen 00/100 DOLLARS (\$715.00) which is evidenced by two certain promissory note of even date herewith, to-wit:

One note due Nov. 17, 1906 for \$ 250.00; one note due Nov. 17, 1906 for \$ 465.00 and one note due Nov. 17, 1906 for \$ 00.00

NOW, THEREFORE, the said Berna W. Beaver and David Beaver her husband do hereby grant, bargain, sell and convey unto the said Loren Conway his heirs and assigns forever, the following described real estate, to-wit:

Lot 4 (4) in Block 3 (3) in the David & Gillette Addition to the City of Indian Territory according to and as shown by the recorded plat of the said addition.

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 Loren Conway 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 parties 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 eight per cent per annum payable on demand.

And for the consideration aforesaid, and for divers other good and valuable considerations, I, David Beaver husband of said Berna W. Beaver do hereby release and quit-claim unto the said Loren Conway his heirs and assigns, all my right, claim or possibility of any in and out of the aforescribed premises

CONDITIONED, However, that if the said Berna W. Beaver and David Beaver their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Loren Conway 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 other wise to remain in full force and effect.

IN TESTIMONY WHEREOF, We have hereunto set our hand and on this the day and year first above written.

Berna W. Beaver (L. S.)
David Beaver (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 Berna W. Beaver to me known as the mortgagor in the foregoing instrument, and stated that she 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 David Beaver Husband of said Berna W. Beaver 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 claim 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 17 day of November 1906
[SEAL] Robert C. Lynch Notary Public.
My commission expires 2/2/1910

Filed for record Jan 23 1907 at 4:00 o'clock P. M.

Oliver Linton
Register