

MORTGAGE OF REAL PROPERTY.

RECORDED
INDEXED
FILED
OCT 27 1906
C. I.

THIS INDENTURE, Made this 27th day of October A. D., 1906, between Clarence M. Martindale
Lula D. I. and Dorothy J. Martindale his wife, and J. W. Hagler
of Lula, witnesseseth, that

WHEREAS, the said Clarence M. Martindale is justly indebted to the said

in the sum of One thousand and fifty DOLLARS (\$1050.00) which is
evidence by - 3 - certain promissory notes of even date herewith, to-wit:

One note due Nov. 27, 1906, for \$300.00; one note due Dec. 27, 1906, for \$300.00

One note due January 27, 1907, for \$450.00, and one note due July 27, 1906, for \$50.00

NOW, THEREFORE, the said Clarence M. Martindale and

Dorothy J. Martindale 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 J. W. Hagler

heirs and assigns forever, the following described real estate, to-wit:

Lots one and two in Block One Subdiv. Addition to Lula

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. W. Hagler

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 eight per cent per annum payable on demand.

And for the consideration aforesaid, and for divers other good and valuable considerations, I, Dorothy J. Martindale
wife of said Clarence M. Martindale, do hereby release and quit-claim unto the said

heirs and assigns, all my right, claim, or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said Clarence M. Martindale his

heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. W. Hagler

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 hands on this the day and year first above written.

Clarence M. Martindale (L. S.)

Dorothy J. Martindale (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, Clarence M. Martindale
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 Dorothy J. Martindale wife of said
Clarence M. Martindale 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 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 27th day of October 1906

(SEAL) Western District Ind. Ter.

My commission expires Jan. 11, 1908

M. Lee Deady Notary Public

Filed for record: Feb. 5, 1907, at 2:30 o'clock P. M.

Chas. Linton
Deputy Clerk & Ex-officio Recorder