

MORTGAGE OF REAL PROPERTY.

179

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

THIS INDENTURE, Made this 21st day of February, A.D., 1907, between John T. Perryman of Indian Territory and Louella Perryman his wife, and S.W. Marr witnesseth, that

WHEREAS, the said John T. Perryman and Louella Perryman is justly indebted to the said S.W. Marr.

In the sum of Two Hundred DOLLARS (\$200.00) which is evidence by this certain promissory note of even date herewith, to-wit:

One note due Dec 16, 1907, for \$ 100.00; one note due 1907, for \$ 100.00
One note due 1907, for \$ 100.00 and one note due 1907, for \$ 100.00

NOW, THEREFORE, the said John T. Perryman and Louella Perryman 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 heirs and assigns forever, the following described real estate, to-wit:

The South West Quarter of North West Quarter of Section 8, Township 19 N., and Range Fourteen (14) East,

This mortgage given subject to a mortgage held by Parsons and Left
and one held by S.W. Marr

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 S.W. Marr

heirs and assigns 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, loans 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, Louella Perryman wife of said John T. Perryman do hereby release and quit-claim unto the said S.W. Marr heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises

CONDITIONED, However, that if the said John T. Perryman Louella Perryman their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said S.W. Marr 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 hands on this day and year first above written.

John T. Perryman (L.S.)
Louella Perryman (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 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 John T. Perryman husband of said Louella Perryman 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 Officer on this 21st day of February, 1907
(SEAL) John T. Perryman S.W. Marr Notary Public.

My commission expires June 18 1908

Filed for record Feb 21 1907 at 10 o'clock P.m.

Oliver Lorton
Deputy Clerk & ex-officio Recorder