

# MORTGAGE OF REAL PROPERTY.

**THIS INDENTURE**, Made this 26th day of Feb, A. D. 1907, between Lindsay Kirkland of Indian, D. T. and Maudie Kirkland his wife, and Farmers National Bank of Indian, D. T. witnesseth, that

WHEREAS, the said Lindsay Kirkland and Maudie Kirkland is justly indebted to the said Farmers National Bank, Indian, D. T.

in the sum of One thousand DOLLARS (\$1000.00) which is evidence by three certain promissory note of even date herewith, to-wit:

One note dated 2/26/ 1907, for \$1000.00; one note due 8/26/ 1907 for \$      
One note due      190   for \$     and one note due      190   for \$    

NOW, THEREFORE, the said Lindsay Kirkland and Maudie Kirkland 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 Farmers National Bank heirs and assigns forever, the following described real estate, to-wit:

North (1/2) half of Lot (4) four and the South (1/2) half of Lot (5) five in town of Indian, D. T. according to government plat thereof of said lots situate in Block (41) Forty one.

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 Farmers National Bank heirs and assigns and unto its 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, 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, Maudie Kirkland wife of said Lindsay Kirkland, do hereby release and quit-claim unto the said Farmers National Bank heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Lindsay and Maudie Kirkland heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Farmers National Bank 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 & on this the day and year first above written.

Lindsay Kirkland (L. S.)

Maudie Kirkland (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 Lindsay Kirkland 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 Maudie Kirkland wife of said Lindsay Kirkland 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 on this 26th day of Feb, 1907.

[SEAL] Indian, D. T.

L. W. Mann Notary Public.

My commission expires June 15, 1908.

Filed for record Feb 26, 1907, at 8:00 o'clock P. m.

Otis Lorton  
Deputy Clerk & Ex. Officer Recorder