

# MORTGAGE OF REAL PROPERTY.

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**THIS INDENTURE**, made this 17th day of February A. D. 1907, between George Clifton and Sallie Clifton, his wife, and J. T. Timmons,

of Curacao Indian Territory,

Curacao, Ind. Ter.,

witnesseth that

WHEREAS the said George Clifton and Sallie Clifton are jointly indebted to the said

in the sum of Seven hundred

DOLLARS (\$700.00) which is

evidenced by One certain promissory note of even date herewith, to-wit:

One note due July 19th 1907, for \$700, one note due July 19th for \$

One note due July 19th 1907, for \$, and one note due July 19th for \$

NOW, THEREFORE, the said George Clifton and Sallie Clifton,

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

The North East quarter of the North East quarter of Section Thirty (30) Township Twenty (20) North Range Nineteen (19) East, lying and being in Recording District No. Twenty-eight (28) in the Western District Cherokee Nation, Indian Territory, said land having been a part of the allotment of Jessie B. Longdon - Cherokee Indians Citizens. - Also an undivided one half interest in and to Lot Three (3) Block Twenty-two (22) and the East 35 feet of Lot No. Four Block No. In the Town of Curacao, Indian Territory according to the Recording Deed thereof. Also an undivided one half interest in and to the following described tract, commencing at the South East corner of Lot One (1), Block 14 thence running due North twenty-five (25) feet thence West 100 feet thence South 20 feet thence East 150 feet to place of beginning, said tract being a part of Lots 1 and 2, Block 14, all being situated in the Town of Curacao Indian Territory, according to the recorded plat of said town.

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. T. Timmons

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 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 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, rents 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, Sallie Clifton, wife of said George Clifton, his heirs and assigns and unto his own proper use, benefit and behoof forever,

do hereby release and quit-claim unto the said J. T. Timmons, his heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises that is now and hereafter may accrue or may hereafter be created by myself or my husband.

CONDITIONED, However, that if the said George Clifton and Sallie Clifton shall

heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. T. Timmons 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 the day and year first above written.

George Clifton

Sallie Clifton

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 they had executed the same for the consideration and purposes herein mentioned and set forth.

And on the same day voluntarily appeared before me, the said Sallie Clifton, wife of said George Clifton, her own free will, executed and delivered 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 17th day of Feb. 1907.

[SEAL] Western District Indian Territory

My commission expires Aug. 24, 1907.

Filed for record March 1, 1907, at 3 o'clock P.M.

Oliver Linton  
County Clerk & Ex Officio Recorder