

# MORTGAGE OF REAL PROPERTY.

189

D. B. P. L. C. E. C. D. C. I.

THIS INDENTURE, Made this 2nd day of March A. D., 1902, between Louis C. Berry of Lulac, D. T. and Carrie A. Berry his wife, and J. J. Harbourn of Lulac, D. T. witnesseth, that

WHEREAS, the said Louis C. Berry is justly indebted to the said J. J. Harbourn in the sum of One Hundred and Seventy Five DOLLARS. (\$175.00) which is evidenced by Seven certain promissory notes of even date herewith, to-wit:

One note due 6-2- 1907, for \$25.00; one note due 9/2/07, for \$25.00; one note due 12/2/07, for \$25.00; one note due 3/2-08, for \$25.00; one note due 6/2-08, for \$25.00; one note due 9/2-08, for \$25.00; and one note due 12/2-08, for \$25.00.

NOW, THEREFORE, the said Louis C. Berry and Carrie A. Berry 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 J. J. Harbourn his heirs and assigns forever, the following described real estate, to-wit:

Lot 4 (S) in Block One (1) in Harbourn Addition to the town of Lulac, D. T. according to the certified plat thereof in the Lulac Native Indian Territory.

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. J. Harbourn 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 parties 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 parties of the second part, his heirs and assigns in one or more insurance companies satisfactory to the said parties 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 parties of the second part may immediately perform and discharge the same, and all accounts so expended by the said parties 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, Carrie A. Berry wife of said Louis C. Berry, do hereby release and quit-claim unto the said J. J. Harbourn his heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said Louis C. Berry his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. J. Harbourn his executors, administrators, or assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said notes, 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 day and year first above written.

Louis C. Berry (L. S.)  
Carrie A. Berry (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, Louis C. Berry 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 I do hereby certify.

And on the same day voluntarily appeared before me, the said Carrie A. Berry wife of said Louis C. Berry 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 Notary Public on this 2nd day of March 1902.

(SEAL) Western District of Indian Territory J. B. Woodbury Notary Public.

My commission expires Sept 21st 1902.

Filed for record Mar 2 1902 at 5-10 o'clock P. M.

One Entry  
County Clerk - LeFlore County