

# MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 6th day of March, A. D. 1907, between E. K. Arnett of Indian T. T. and Lina Arnett his wife, and Arch Hayes of Indian T. T., witnesseth, that

WHEREAS, the said E. K. Arnett is justly indebted to the said Arch Hayes in the sum of Two thousand DOLLARS, (\$ 2000) which is evidenced by 2 certain promissory notes of even date herewith, to-wit:

One note due on or before March 6, 1907, for \$ 1000; one note due March 6 1907 for \$ 1000 and one note due March 6 1907 for \$ 1000

NOW, THEREFORE, the said E. K. Arnett and Lina Arnett 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 Arch Hayes his heirs and assigns forever, the following described real estate, to-wit:

The West (1/2) half of the South West quarter 1/4 and the North east quarter of the South West quarter 1/4, all of section sixteen (16) Township nineteen (19) North of Range thirteen (13) East 3. M. in Western District Creek National 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 Arch Hayes 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 part of the first part, covenant and agree with the said part 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 part of the second part, heirs and assigns in one or more insurance companies satisfactory to the said part of the second part, against fire lightning or tornadoes. Should the part of the first part make default in the performance of any of these stipulations, the said part of the second part may immediately perform and discharge the same, and all accounts so expended by the said part 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, Lina Arnett wife of said E. K. Arnett do hereby release and quit-claim unto the said Arch Hayes 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 E. K. and Lina Arnett their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Arch Hayes 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 hands on this the day and year first above written.

E. K. Arnett (I. S.)  
Lina Arnett (I. 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 Arch Hayes 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 Lina Arnett wife of said E. K. Arnett 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 6th day of March 1907.  
(SEAL) Western District, Indian Territory Phil C. Kramer Notary Public.  
My commission expires June 17th 1909.

Filed for record Mar 6 1907 at 15 o'clock P. M.

Oliver Lorton  
Deputy Clerk & Ex-officio Recorder