

MORTGAGE OF REAL PROPERTY.

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THIS INDENTURE, Made this 5th day of March, A. D., 1902, between S. A. Hackett of Lulaw, Ind. Ter. and Maud M. Hackett, his wife, and J. H. McBarney of Lulaw, Ind. Ter. witnesseth, that

WHEREAS, the said S. A. Hackett & Maud M. Hackett, his wife are justly indebted to the said J. H. McBarney in the sum of Three hundred & fifty DOLLARS. (\$350.00) which is evidenced by a certain promissory note of even date herewith, to-wit:

One note due Sept. 3, 1902, for \$350.00; one note due 190, for \$190; and one note due 190, for \$190.

NOW, THEREFORE, the said S. A. Hackett and Maud M. Hackett 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. H. McBarney his heirs and assigns forever, the following described real estate, to-wit:

All of the South one half (1/2) of lot four (4) in block twelve (12) in the Lindsay Second Addition to Lulaw, Ind. Ter., according to the recorded plat thereof.

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. H. McBarney his heirs and assigns unto his own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said S. A. Hackett of the first part, covenant and agree with the said J. H. McBarney 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 J. H. McBarney of the second part, his heirs and assigns in one or more insurance companies satisfactory to the said J. H. McBarney of the second part, against fire, lightning or tornadoes. Should the said S. A. Hackett of the first part make default in the performance of any of these stipulations, the said J. H. McBarney of the second part may immediately perform and discharge the same, and all amounts so expended by the said J. H. McBarney of the second part, his 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, Maud M. Hackett wife of said S. A. Hackett do hereby release and quit-claim unto the said J. H. McBarney his heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said S. A. Hackett or Maud M. Hackett his wife their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. H. McBarney 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.

S. A. Hackett (I. S.)
Maud M. Hackett (I. S.)

UNITED STATES OF AMERICA,
INDIAN TERRITORY
Western District

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 S. A. Hackett 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 Maud M. Hackett wife of said S. A. Hackett 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 5th day of March, 1902.
(SEAL) Lulaw, Ind. Ter. Samuel P. McBarney Notary Public.
My commission expires June 11, 1902.

Filed for record Mar 6, 1902, at 2 o'clock P. M.

Oliver Linton
Register of Deeds

Signed and acknowledged before me
Jan. 16 - 1902
J. H. McBarney
Register of Deeds