

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 5th day of March A. D. 1902 between Anna Bullette Owner, 23 and Frank S. Bullette her husband and Theodore Hayden of Owasso, 23, witnesseth, that

WHEREAS, the said Anna Bullette is justly indebted to the said Theodore Hayden

In the sum of Five Hundred DOLLARS, (\$ 500.00) which is evidence by a certain promissory note of even date herewith, to-wit:

One note due March 5th, 1902, for \$ 500.00; one note due 190, for \$ 100.00

One note due 190, for \$ 100.00 and one note due 190, for \$ 100.00

NOW, THEREFORE, the said Anna Bullette and Frank S. Bullette her husband do hereby 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 Theodore Hayden heirs and assigns forever, the following described real estate, to-wit:

S. E. 1/4 of S. W. 1/4 of S. W. 1/4 of Sec. 5, Twp. 20, Range 14 East

S. W. 1/4 of S. W. 1/4 of S. E. 1/4 of S. 5, Twp. 20, Range 14

N. E. 1/4 of S. W. 1/4 of S. E. 1/4 of S. 5, Twp. 20, Range 14

situated in the Cherokee Nation, 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 Theodore Hayden his heirs and assigns and unto their 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 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, 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, Frank S. Bullette husband wife of said Anna Bullette do hereby release and quit-claim unto the said Theodore Hayden his heirs and assigns, all my right, claim or possibility of equity in and out of the aforesaid premises.

CONDITIONED, However, that if the said Anna Bullette her heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Theodore Hayden 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 hand and on this day and year first above written.

Anna Bullette (L. S.)

Frank S. Bullette (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 Anna Bullette to me known as the mortgagor, in the foregoing instrument, and stated that she 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 Frank S. Bullette husband wife of said Anna Bullette 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 equity 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) Western District Indian Territory Maime Miller Notary Public.

My commission expires Aug 22nd 1902

Filed for record Mar 5 1902 at 5 o'clock a m.

Alta Lorton
Register Clerk & Co. Office Recorder