

MORTGAGE OF REAL PROPERTY.

203

D. M.
F. L.
C. L.
C. D.
C. I.

THIS INDENTURE, Made this 9th day of March, A. D. 1907, between A. Y. Roswell of Indian, Ind. Ter. and Matthie J. Roswell his wife, and Mary R. Neal and Fannie Reese witnesses, that

WHEREAS, the said A. Y. Roswell & Matthie J. Roswell, his wife are justly indebted to the said Mary R. Neal & Fannie Reese in the sum of Fifty five hundred DOLLARS, (\$5500⁰⁰) which is evidence by 4 certain promissory note of even date herewith, to-wit:

One note due Jan'y 9, 1906, for \$1416⁷⁰; one note due March 9, 1906, for \$333³⁰
One note due Sept 9, 1906, for \$1416⁷⁰ and one note due March 9, 1907, for \$333³⁰

NOW, THEREFORE, the said A. Y. Roswell and Matthie J. Roswell 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 Mary R. Neal and Fannie Reese their heirs and assigns forever, the following described real estate, to-wit:

all of lot number fourteen (14) in block eighty-nine (89) according to the official plat and survey of Indian, Ind. Ter.

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 Mary R. Neal and Fannie Reese their heirs and assigns unto them 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, heirs and assigns in one or more insurance companies satisfactory to the said parties of the second part, against fire, lightning and 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 amounts so expended by the said parties of the second part, heirs or assigns, in paying said taxes, insurance premiums, loans 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, Matthie J. Roswell wife of said A. Y. Roswell do hereby re ease and quit-claim unto the said Mary R. Neal & Fannie Reese their heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said A. Y. Roswell or Matthie J. Roswell his wife their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Mary R. Neal and Fannie Reese 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.

A. Y. Roswell (L. S.)

Matthie J. Roswell (L. S.)

UNITED STATES OF AMERICA,
Western District of
INDIAN TERRITORY
Indian, Western

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 A. Y. Roswell 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 Matthie J. Roswell wife of said A. Y. Roswell 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 as 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 10th day of March, 1907

(SEAL) Western District of Indian Territory, Indian, Ind. Ter. Robert C. Lynch Notary Public.

My commission expires 2/1/1910

Filed for record Mar 15, 1907, at 5 o'clock P. M.

Oliver Fortner
County Clerk & Ex-officio Recorder