

MORTGAGE OF REAL PROPERTY.

P.D.
P.L.
C.L.
C.D.
C.I.

THIS INDENTURE, Made this 19th day of March A. D., 1902, between C. J. Sawyer
Julia, I. I. and Ninetta M. Sawyer his wife, and J. S. Nichols

WITNESSETH, that
 WHEREAS, the said C. J. Sawyer & Ninetta M. Sawyer his wife are
J. S. Nichols justly indebted to the said

in the sum of Twenty five hundred DOLLARS (\$2500.00) which is
 evidenced by a certain promissory note of even date herewith, to-wit:

One note due Mar 13 1906 for \$2500.00, one note due 190 for \$

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

NOW, THEREFORE, the said C. J. Sawyer
Ninetta M. Sawyer his wife, for the better securing the payment of the money aforesaid, with in-
 terest thereon according to the tenor and effect of said note above mentioned, do hereby grant, bargain, sell and convey unto the said J. S. Nichols
his heirs and assigns forever, the following described real estate, to-wit:

The southerly 25 feet of lot 3 and the northerly 2 feet of lot 4 in Block one hundred & seventeen
in the town of Julia, I. I. according to the official plat and survey 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. S. Nichols
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 expenses
 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, Ninetta M. Sawyer
 wife of said C. J. Sawyer do hereby release and quit-claim unto the said J. S. Nichols
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 C. J. Sawyer & Ninetta M. Sawyer their
 heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. S. Nichols 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.

C. J. Sawyer (L. S.)

Ninetta M. Sawyer (L. 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
 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 Ninetta M. Sawyer wife of said
C. J. Sawyer 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 19th day of March 1902

(SEAL) Julia, I. I. Samuel P. McRaney Notary Public.

My commission expires June 11 1906

Filed for record Mar 20 1902 at 2 o'clock P. M.

Oliver Linton
Deputy Clerk - ex officio Recorder