

## MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 11th day of March, A. D., 1902, between A. Y. Boswell of Iulsa, Ind. Ter. and Matthe J. Boswell his wife, and Lee Clinton witnesseth, that

WHEREAS, the said A. Y. Boswell & Matthe J. Boswell his wife are justly indebted to the said Lee Clinton

in the sum of Three Thousand DOLLARS (\$3000.00) which is evidence by a certain promissory note of even date herewith, to-wit:

One note due Sept. 11, 1902, for \$2000.00, one note due 190 for \$1000.00

One note due 190 for \$1000.00 and one note due 190 for \$1000.00

NOW, THEREFORE, the said A. Y. Boswell and Matthe J. Boswell 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 Lee Clinton his heirs and assigns forever, the following described real estate, to-wit:

All of lot number four (4) and the southerly sixty (60) feet of lot number three (3) in block number three (3) according to official & approved plat of Iulsa, Ind. Ter. Subject to a mortgage of \$1950.00 to M. B. Lunkel. All of lot number fourteen (14) in block number eighty-nine (89) according to the approved official plat of Iulsa, Ind. Ter. Subject to a mortgage of \$2500.00 to Mary R. Neal & Annie Reese due Sept 9th, 1905.

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 Lee Clinton his heirs and assigns unto his own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said party 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 and 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 amounts so expended by the said party 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, I, Matthe J. Boswell wife of said A. Y. Boswell, do hereby release and quit-claim unto the said Lee Clinton 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 A. Y. Boswell or Matthe J. Boswell their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Lee Clinton 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 on this the day and year first above written.

A. Y. Boswell (L. S.)

Matthe J. Boswell (L. S.)

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

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. Boswell to the 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 Matthe J. Boswell wife of said A. Y. Boswell 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 13th day of March, 1902.

[SEAL] Iulsa, Ind. Ter. Sam'l P. McRiney Notary Public.  
My commission expires

Filed for record Mar 20, 1902, at 7 o'clock P. m.

Lee Clinton  
Deputy Clerk & Ex-officio Recorder