

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 16th day of March, A. D. 1902, between A. J. Foster of Quasson, D. I. and Mary Foster his wife, and J. C. Hines witnesseth, that

WHEREAS, the said A. J. Foster is justly indebted to the said J. C. Hines in the sum of Three Hundred Twelve DOLLARS (\$312.00) which is evidenced by a certain promissory note of even date herewith, to-wit:

One note due Nov 1st, 1902 for \$312.00; one note due 190 for \$
One note due 190 for \$ and one note due 190 for \$

NOW, THEREFORE, the said A. J. Foster and Mary Foster 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. C. Hines heirs and assigns forever, the following described real estate, to-wit:

Lot 11 in Block 19, in the incorporated town of Quasson, D. I., according to the U.S. Government 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. C. Hines 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 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 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 accounts 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, Mary Foster wife of said A. J. Foster do hereby release and quit-claim unto the said J. C. Hines 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. J. Foster his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. C. Hines his heirs, 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 seal on this the day and year first above written.

A. J. Foster (L.S.)
Mary Foster (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 A. J. Foster 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 Mary Foster wife of said A. J. Foster 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 16th day of March, 1902.

(SEAL) Western District Indian Territory Marion Miller Notary Public.

My commission expires Aug 2nd 1902

Filed for record Mar 21, 1902, at 12 o'clock P. M.

Oliver Lorton
Deputy Clerk Ex-officio Recorder