

MORTGAGE OF REAL PROPERTY.

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

THIS INDENTURE, Made this 25th day of July A. D., 1906, between Carl W. Magee of Tulsa, Ind. Ter. and Grace G. Magee his wife, and Clarrissa Bell of Tulsa, Ind. Ter. witnesseth, that

WHEREAS, the said Carl W. Magee is justly indebted to the said Clarrissa Bell in the sum of Six Hundred Twenty-five DOLLARS, (\$625⁰⁰) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due before July 25, 1907, for \$625⁰⁰; one note due 190, for \$; One note due 190, for \$; and one note due 190, for \$.

NOW, THEREFORE, the said Carl W. Magee and Grace G. Magee 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 Clarrissa Bell her heirs and assigns forever, the following described real estate, to-wit:

Beginning at a point five hundred seventy four (574) feet west and three hundred sixty feet (360) south of the north east corner of the North West Quarter of Section Seven (7) Twp. 19 N. R. 13 East and running thence due south three hundred and sixty (360) feet, thence west three hundred thirty (330) feet; thence north three hundred sixty (360) feet; thence east to point of beginning, containing 2.70 all in Section 7, Twp. 19 N., Range 13 East.

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 Clarrissa Bell her heirs and assigns unto their 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, her 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, Grace G. Magee wife of said Carl W. Magee do hereby release and quit-claim unto the said Clarrissa Bell her heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Carl W. Magee his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Clarrissa Bell her 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 the day and year first above written.

Carl W. Magee (L. S.)

Grace G. Magee (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 Carl W. Magee 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 Grace G. Magee wife of said Carl W. Magee 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 25th day of July, 1906.

[SEAL] Western Dist. Ind. Ter.

My commission expires June 29, 1908.

Priscilla W. Magee Notary Public.

Filed for record July 24, 1906, at 3 o'clock P. M.

Oliver Lorton
Deputy Clerk and Ex-officio Recorder.