

MORTGAGE OF REAL PROPERTY.

217

P. D.
F. L.
C. L.
C. D.
C. J.

THIS INDENTURE, Made this 29th day of March A. D. 1902, between Preston Cornelius of Lulsa, Ind. Ter. and Margaret H. Cornelius his wife, and John W. Seaman of Lulsa, Ind. Ter. witnesseseth, that

WHEREAS, the said Preston Cornelius is justly indebted to the said John W. Seaman in the sum of forty four hundred & 00/100 DOLLARS. (\$4400.00) which is evidence in by one certain promissory note of even date herewith, to-wit:

One note due June 29, 1902, for \$4400.00, and one note due 1902 for \$
One note due 1902 for \$, and one note due 1902 for \$

NOW, THEREFORE, the said Preston Cornelius and Margaret H. Cornelius 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 John W. Seaman, his heirs and assigns forever, the following described real estate, to-wit:

All of Lot No. Eight (8) in Block No. four hundred forty eight (448) in the town of Lulsa, Lucas County, Indian Territory, 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 John W. Seaman 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 Preston Cornelius of the first part, covenant and agree with the said Margaret H. Cornelius 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 Margaret H. Cornelius of the second part, his heirs and assigns in one or more insurance companies satisfactory to the said Margaret H. Cornelius 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 Margaret H. Cornelius of the second part may immediately perform and discharge the same, and all amounts so expended by the said Margaret H. Cornelius 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 diverse other good and valuable considerations, I, Margaret H. Cornelius wife of said Preston Cornelius do hereby release and quit-claim unto the said John W. Seaman, 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 Preston Cornelius his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said John W. Seaman, 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 day and year first above written.

Preston Cornelius (I, S)
Margaret H. Cornelius (I, S)

UNITED STATES OF AMERICA,
Western District of
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 Preston Cornelius 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 Margaret H. Cornelius wife of said Preston Cornelius 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 29th day of March 1902
(SEAL) for Western District, Indian Territory
My commission expires July 2, 1902
W. C. Rose Notary Public.

Filed for record Mar. 30, 1902, at 2:30 o'clock a.m.

Attest
Deputy Clerk of the Office of the Recorder

July 2, 1907 This mortgage was then duly released, the same having been satisfied in full
attest R. P. Seaman, Clerk
By Our Scribe, Deputy