

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 26th day of March, A. D., 1907, between Nellie Stevens, an unmarried woman of Indian, Ind. Ter. and H. J. Gross his wife, and H. J. Gross of Reh. Terr., D. C. witnesseth that

WHEREAS, the said Nellie Stevens is justly indebted to the said H. J. Gross in the sum of Two Hundred DOLLARS, (\$ 200.00 ...) which is evidenced by One certain promissory note of even date herewith, to-wit:

One note due Mar. 26th, 1907, for \$ 200.00, with interest at 4% per annum and one note due 1907 for \$ 100.00

NOW, THEREFORE, the said Nellie Stevens and

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 H. J. Gross his heirs and assigns forever, the following described real estate, to-wit:

Lot 2 & 3 in Block 14,
in the Remy Addition to the

City of Indian, Western District, Indian Territory

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me this 20th day of July, 1907

H. J. Gross
H. J. Gross
Register of Deeds.

Deputy.

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 H. J. Gross 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 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 or 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 accounts so expended by the said party 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

do hereby grant, bargain, sell and convey unto the said

Nellie Stevens 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 Nellie Stevens her

heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said H. J. Gross 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, I have hereunto set my hand on this the day and year first above written.

Nellie Stevens (I. S.)

(I. 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 Nellie Stevens to me known as the mortgagor, in the foregoing instrument, and stated that she 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 Nellie Stevens wife of said H. J. Gross 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 Official on this 26th day of March, 1907

(SEAL) Western District, D. C.

My commission expires Nov. 12th, 1907

John R. Ramsey
Notary Public in and for the Western District, Indian Territory

Filed for record Mar 30, 1907, at 10:20 o'clock A. M.

Chas. Lorton
Deputy Commissioner of Records