

MORTGAGE OF REAL PROPERTY.

P. D. W. A.
P. I.
C. L.
C. D.
C. I.

THIS INDENTURE, Made this 26th day of July, A. D., 1906, between Henry W. Perryman of Tulsa, Ind. Ter. and Gertrude Perryman, his wife, and L. J. Martin of Tulsa, Ind. Ter., witnesseth, that

WHEREAS, the said Henry W. Perryman is justly indebted to the said L. J. Martin

in the sum of Two Hundred DOLLARS (\$200.00) which is evidence of by one certain promissory note of even date herewith, to-wit:

One note due Aug 26, 1906, for \$200.00; one note due 190, for \$
One note due 190, for \$, and one note due 190, for \$

NOW, THEREFORE, the said Henry W. Perryman and Gertrude Perryman 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 L. J. Martin

heirs and assigns forever, the following described real estate, to-wit:

North half of the South West quarter and the South West quarter of the South West quarter of Section Eight (8) in Township Eighteen (18) North Range Thirteen (13) East 2nd, containing 1.20 acres.

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, and warrants the title to the same except as to two mortgages one for \$1000.00 and one for \$350.00

TO HAVE AND TO HOLD the above granted, bargained, and described premises unto the said L. J. Martin

heirs and assigns and unto his 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. 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, Gertrude Perryman wife of said Henry W. Perryman, do hereby release and quit-claim unto the said L. J. Martin heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Henry W. Perryman heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said L. J. Martin 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.

Henry W. Perryman (L.S.)
Gertrude Perryman (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 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 Gertrude Perryman wife of said Henry W. Perryman 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 Official on this 26th day of July, 1906

(SEAL) Western Dist. D. I.

My commission expires 7/14/1907

Wesley P. Moore Notary Public

Filed for record July 26, 1906, at 8 o'clock A.M.

Oliver Lorton
Deputy Clerk and Ex-officio Recorder