

COMPARED

M-5549

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 1st day of April, A. D., 1907, between B. M. Duggen,
Lucas, Ind. Ter. and Maudie J. Duggen his wife, and
C. D. Coggishall of Lucas, Ind. Ter. witnesseth, that

WHEREAS, the said B. M. Duggen & Maudie J. Duggen are is justly indebted to the said
C. D. Coggishall

In the sum of Two Hundred & Fifty DOLLARS (\$ 250.00) which is
evidence by their certain promissory note of even date herewith, to-wit:

One note due October 1st, 1907, for \$ 250.00, one note due for \$

One note due for \$, and one note due for \$

NOW, THEREFORE, the said B. M. Duggen and

Maudie J. Duggen,

his wife, for the better securing the payment of the money aforesaid, with in-
terest thereon according to the tenor and effect of said note above mentioned, do hereby grant, bargain, sell and convey unto the said

C. D. Coggishall his heirs and assigns forever, the following described real estate, to-wit:

All of Lot Four (1/4) in Block Five (1/4) in Starvation Addition to Lucas,
Creek Nation, Indian Territory.

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 C. D. Coggishall
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 B. M. Duggen of the first part, covenant and agree with the said C. D. Coggishall 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 C. D. Coggishall of the second part, by his heirs and assigns in one or more insurance companies satisfactory to the said C. D. Coggishall of the second part, against fire, lightning or tornadoes. Should the said B. M. Duggen of the first part make default in the performance of any of these stipulations, the said C. D. Coggishall of the second part may immediately perform and discharge the same, and all accounts so expended by the said C. D. Coggishall 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, Maudie J. Duggen
wife of said B. M. Duggen, do hereby release and quit-claim unto the said

C. D. Coggishall his heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said B. M. Duggen & Maudie J. Duggen their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said C. D. Coggishall, his heirs, executors, or administrators, 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.

B. M. Duggen

(I. S.)

Maudie J. Duggen

(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 B. M. Duggen
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 Maudie J. Duggen wife of said
B. M. Duggen 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 on this 1st day of April, 1907

(SEAL) Western District, D. T.

P. M. Rodolf

Notary Public.

My commission expires April 11, 1907

Filed for record April, 1907, at 9 o'clock a. m.

Oliver Lorton
Deputy U. S. Clerk and Ex-Officio Rec.