

# MORTGAGE OF REAL PROPERTY.

229

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

THIS INDENTURE, Made this 5th day of April, A. D., 1907, between C. O. Copsy of Lulua, I. T. and Josephine Copsy his wife, and J. G. McGannon of Lulua, I. T. witnesseth, that

WHEREAS, the said C. O. Copsy and Josephine Copsy is justly indebted to the said J. G. McGannon in the sum of One Thousand DOLLARS (\$1000.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due April 5, 1908 for \$ 1000.00 interest payable semi-annually at eight (8) percent One note due 190 for \$ 190 and one note due 190 for \$ 190

NOW, THEREFORE, the said C. O. Copsy and Josephine Copsy 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

J. G. McGannon his heirs and assigns forever, the following described real estate, to-wit: Lot Two (2) in Block Three (3) in the Lindsay Addition to the City of Lulua, Indian Territory, according to recorded plat 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 J. G. McGannon 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 C. O. Copsy of the first part, covenant and agree with the said J. G. McGannon 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 J. G. McGannon his heirs and assigns in one or more insurance companies satisfactory to the said J. G. McGannon against fire, lightning or tornadoes. Should the said C. O. Copsy of the first part make default in the performance of any of these stipulations, the said J. G. McGannon of the second part may immediately perform and discharge the same, and all accounts so expended by the said J. G. McGannon 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, Josephine Copsy wife of said C. O. Copsy do hereby release and quit-claim unto the said J. G. McGannon 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 C. O. Copsy his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. G. McGannon 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 hand and seal on this the day and year first above written.

C. O. Copsy (I. S.)  
Josephine Copsy (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 C. O. Copsy 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 Josephine Copsy wife of said C. O. Copsy 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 5th day of April, 1907.  
[SEAL] Western District, Indian Territory B. F. Pettus Notary Public.  
My commission expires Sept. 9th 1908

Filed for record Apr. 5 1907 at 11 o'clock a. m.

Oliver Lottum  
Deputy U. S. Clerk and Ex. Officer

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.  
Witness my hand and seal of office at Lulua, Indian Territory, this 5th day of April, 1907.  
J. G. McGannon