

RECORDED

No 8636

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 22nd day of March A. D., 1907, between George C. Smyth of Shatoch, Ind. Ter. and M. A. Smyth his wife, and D. C. Rose & L. M. Pace of Lima, Ind. Ter., witnesseth, that

WHEREAS, the said George C. Smyth is justly indebted to the said

in the sum of One hundred twenty five 00/100 DOLLARS (\$ 125.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due July 1st 1908, for \$ 125.00 bearing interest at the rate of 8% per annum

and one note due 1907 for \$ 125.00

NOW, THEREFORE, the said George C. Smyth 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 D. C. Rose and L. M. Pace their heirs and assigns forever, the following described real estate, to-wit:

The West half (1/2) of the northwest quarter (1/4) of the northwest quarter (1/4) of the northeast quarter (1/4) of Section Twenty three (23) Township twenty two (22) Range Twelve (12) containing Five (5) acres more or less - all in the Cherokee Nation, Northern District, 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 D. C. Rose and L. M. Pace their heirs and assigns unto their own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said George C. Smyth of the first part, covenant and agree with the said D. C. Rose and L. M. Pace 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 D. C. Rose and L. M. Pace of the second part, their heirs and assigns in one or more insurance companies satisfactory to the said D. C. Rose and L. M. Pace of the second part, against fire lightning or tornadoes. Should the George C. Smyth of the first part make default in the performance of any of these stipulations, the said D. C. Rose and L. M. Pace of the second part may immediately perform and discharge the same, and all accounts so expended by the said D. C. Rose and L. M. Pace 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, M. A. Smyth wife of said George C. Smyth do hereby release and quit-claim unto the said D. C. Rose and L. M. Pace their heirs and assigns, all my right, claim, or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said George C. Smyth his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said D. C. Rose and L. M. Pace their heirs, 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 on this the day and year first above written.

George C. Smyth (L. S.)

M. A. Smyth (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 George C. Smyth 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 M. A. Smyth wife of said George C. Smyth 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 22nd day of March 1907

[SEAL] Northern District D. T. George M. Jamieson Notary Public.

My commission expires Oct 12 1908

Filed for record Apr 5 1907, at 2:30 o'clock P. M.

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