

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 27th day of March A. D. 1907, between Thas E. Shaw of Lucas, I.T. and Gracia D. Shaw his wife, and J. M. Gillett, J. M. Hall & J. M. Hocker of Lucas, I.T., witnesseth, that

WHEREAS, the said Thas E. Shaw and Gracia D. Shaw is justly indebted to the said J. M. Gillett, J. M. Hall, and J. M. Hocker in the sum of Forty-two Hundred and Fifty DOLLARS, (\$ 4200.00) which is evidence in by Two certain promissory note of even date herewith, to-wit:

One note due June 1st, 1907, for \$ 400.00; one note due 190, for \$ 100.00
 One note due March 29th, 1908, for \$ 1000.00 and one note due 190 for \$ 100.00

NOW, THEREFORE, the said Thas E. Shaw and Gracia D. Shaw 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. M. Gillett

J. M. Hall, and J. M. Hocker their heirs and assigns forever, the following described real estate, to-wit:
Lots Eleven (11) and Twelve (12) in Block Six (6) of the Gillett and Hall Addition to the City of Lucas, I.T. according to the survey and 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. M. Gillett, J. M. Hall and J. M. Hocker their heirs and assigns unto them own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part of the first part, covenant and agree with the said part 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 part of the second part their heirs and assigns in one or more insurance companies satisfactory to the said part of the second part, against fire lightning or tornadoes. Should the part of the first part make default in the performance of any of these stipulations, the said part of the second part may immediately perform and discharge the same, and all accounts so expended by the said part 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 diverse other good and valuable considerations, I Gracia D. Shaw wife of said Thas E. Shaw, do hereby release and quit-claims unto the said J. M. Gillett, J. M. Hall and J. M. Hocker 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 Thas E. Shaw and Gracia D. Shaw heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. M. Gillett, J. M. Hall and J. M. Hocker their executors, administrators, or assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said note and then this instrument shall be void otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF we have hereunto set our hand and on this the day and year first above written.

Thas E. Shaw (L. S.)

Gracia D. Shaw (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 Thas E. Shaw 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 Gracia D. Shaw wife of said Thas E. Shaw 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 29th day of March, 1907

(SEAL) Western District, I.T. J. M. Radatz Notary Public.

My commission expires April 11th 1907

Filed for record Apr. 8 1907 at 10 o'clock A.M.

Arthur L. Linton
 Deputy U. S. Marshal & Officer