

No 3667
MORTGAGE OF REAL PROPERTY

233

RECORDED
C. I.

THIS INDENTURE, Made this 1st day of April A. D. 1907, between Waddie Mc Coy

of Lucas, I. T. and Carrie Mc Coy his wife, and George Walloch of

WHEREAS, the said Waddie Mc Coy is justly indebted to the said

in the sum of Three Hundred Forty DOLLARS, (\$ 340.00) which is

evidence by one certain promissory note of even date herewith, to-wit:
One note due Oct. 1st 1907 for \$ 340.00 with interest at 8% from date

NOW, THEREFORE, the said Waddie Mc Coy and Carrie Mc Coy 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

heirs and assigns forever, the following described real estate, to-wit:
all of the south one half of the north half of the southwest quarter of the northwest quarter and the northwest quarter of the southeast quarter of the northwest quarter, all in Section Twenty two Township Twenty Range Thirtieth
(S 2 of N 2 of SW 4 of NW 4 and NW 4 of S 2 of NW 4 sec 22 T 20 R 13)
Containing twenty acres more or less by U.S. Survey

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 Geo. Walloch 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 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, heirs and assigns in one or more insurance companies satisfactory to the said parties of the second part, against fire, lightning or tornadoes. 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, Carrie Mc Coy wife of said Waddie Mc Coy do hereby release and quit-claim unto the said Geo. Walloch heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises

CONDITIONED, However, that if the said Waddie Mc Coy or wife, their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Geo. Walloch 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.

Witness
J. B. Woodbury
J. A. Winters

W. Mc Coy (I. S.)
Carrie Mc Coy (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 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 Carrie Mc Coy wife of said Waddie Mc Coy 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 home 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 1st day of April 1907
(SEAL) Western District I. T. J. B. Woodbury Notary Public
My commission expires Sept 21st 1910

Filed for record April 8 1907 at 2:00 o'clock P. M.

Otto Linton
Deputy U. S. Clerk and Ex. Officer Rec.