

MORTGAGE OF REAL PROPERTY.

P. K. 2791
P. L.
C. L.
C. D.
C. I.

THIS INDENTURE, Made this First day of April, A. D., 1907, between William Chadwell headman, Indian Territory and Ophelia Chadwell, his wife, and

WHEREAS, the said William Chadwell is justly indebted to the said J. G. Mc Gannon, of Seneca, Missouri, in the sum of Four Hundred DOLLARS, (\$ 400.00) which is evidence by his one certain promissory note of even date herewith, to-wit:

One note due April 1st, 1908, for \$ 400.00; one note due 190, for \$ 190; and one note due 190, for \$ 190.

NOW, THEREFORE, the said William Chadwell and Ophelia Chadwell 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. Mc Gannon, his heirs and assigns forever, the following described real estate, to-wit:
all that portion of Lot Three (3) in Block One Hundred and Ninety Three (193), in the City of Seneca, in the Western District of the Indian Territory, particularly described by metes and bounds as follows, to-wit: Beginning at the Southeast corner of said Lot Three (3) and running thence north westerly, along the line of South Cherokee Avenue, a distance of Forty-Five (45) feet, thence southwesterly, at right angles to said Avenue to the south line of said Lot Three (3); and thence due East, along the south line of said Lot Three (3) to the point of Beginning.

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. Mc Gannon 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 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. his 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, taxes 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, Ophelia Chadwell wife of said William Chadwell, do hereby release and quit-claim unto the said

J. G. Mc Gannon, 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 William Chadwell his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. G. Mc Gannon, 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 hands, on this the day and year first above written.

Wm Chadwell (L. S.)
Ophelia Chadwell (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 William Chadwell 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 Ophelia Chadwell wife of said William Chadwell 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 8 day of April, 1907.
[SEAL] Notary Public W. E. Ross Notary Public.
My commission expires Oct. 17th, 1909.

Filed for record April 11, 1907, at Seneca P. M.

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