

MORTGAGE OF REAL PROPERTY.

RECORDED
APR 18 1907
CLERK

THIS INDENTURE, Made this 17th day of April, A. D., 1907, between Lucy C. Vigus
Lucas, I. I. as single woman, his wife, and Rachel C. Brady
of Lucas, I. I., witnesseth, that

WHEREAS, the said Lucy C. Vigus is justly indebted to the said

in the sum of Three Hundred Fifty DOLLARS (\$ 350.00) which is

evidence by her certain promissory note of even date herewith, to-wit:

One note due Oct 17th, 1907, for \$ 350.00; one note due 1907 for \$

One note due 1907 for \$, and one note due 1907 for \$

NOW, THEREFORE, the said Lucy C. Vigus and

her 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

Rachel C. Brady heirs and assigns forever, the following described real estate, to-wit:

The South 30 acres of the North East quarter of the South West quarter of Section 33, in Township 18 North, Range 11, East, Creek Nation, 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 Rachel C. Brady

her heirs and assigns and unto her 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, her 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, her 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 other good and valuable considerations, to

wife of said Lucy C. Vigus, do hereby release and quit claim unto the said

her heirs and assigns, all my right, claim, or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Lucy C. Vigus her

heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Rachel C. Brady her

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, I have hereunto set my hand on this the day and year first above written.

Lucy C. Vigus (L. S.)

(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 Lucy C. Vigus
to me known as the mortgagor, in the foregoing instrument, and stated that she 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 wife of said
Lucy C. Vigus 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 17th day of April, 1907

[SEAL] Western District Indian Territory Chas. Haley Notary Public

My commission expires June 29, 1907

Filed for record April 18, 1907, at 8:40 o'clock P. m.

Chas. Haley
Deputy U.S. Marshal & Officer