

# MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 15 day of April, A. D., 1907, between Charles A. Hollar of Indian, Ind. Ter. and Carrie Hollar his wife, and Jake Hachaw of Indian, A.T., witnesseth, that

WHEREAS, the said Charles A. & Carrie Hollar are justly indebted to the said Jake Hachaw in the sum of Six Hundred DOLLARS, (\$600.00) which is evidence by 15 certain promissory note of even date herewith, to-wit:

One note due May 1, 1907, for \$ 50.00, beginning June 16<sup>th</sup> 07 - 12 notes 20<sup>th</sup> 08 due  
 One note due May 16, 1908, for \$ 210.00, and one note due V V, 190V for \$ V

NOW, THEREFORE, the said Charles A. Hollar and Carrie Hollar his wife, for the better securing the payment of the money aforesaid, with in-

terest thereon according to the tenor and effect of said note above mentioned, do hereby grant, bargain, sell and convey unto the said Jake Hachaw his heirs and assigns forever, the following described real estate, to-wit:

Lot Two (2) Block Nineteen (19) according to the "Survey & Plat of the  
Parayke & Lynch Addition to Indian, (Lynch & Tracy the)

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 Jake Hachaw his heirs and assigns 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, 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 Hollar wife of said Charles A. Hollar, do hereby release and quit-claim unto the said Jake Hachaw his heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Charles A. and Carrie Hollar their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Jake Hachaw 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.

Charles A. Hollar (I. S.)

Carrie Hollar (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 Charles A. Hollar 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 Hollar wife of said Charles A. Hollar 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 15 day of April, 1907

[SEAL] Robert E. Lynch Notary Public.

My Commission expires 7/2/1910

Filed for record April 19, 1907, at 8 o'clock a. m.

Robert E. Lynch  
Dyck & Clerk and Co. Office Rec.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Jake Hachaw

June 8 - 1909

Notary Public