

UNPAID

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 19 day of April, A. D., 1907, between James D. Huchabay of Lima, I.T. and Elizabeth E. Huchabay his wife, and Low R. Stansbury of Lima, I.T. witnesseth, that

WHEREAS, the said James D. Huchabay, Elizabeth E. Huchabay is justly indebted to the said Low R. Stansbury in the sum of Two Hundred DOLLARS, (\$200.00) which is evidence by Two certain promissory note of even date herewith, to-wit:

One note due Oct 19th, 1907, for \$100.00, one note due April 19th, 1908, for \$100.00

NOW, THEREFORE, the said James D. Huchabay and Elizabeth E. Huchabay 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

Low R. Stansbury his heirs and assigns forever, the following described real estate, to-wit:
Lot Seventy five (75) in Block Eight (8) in the South side Addition to Lima, I.T. according to the recorded 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 Low R. Stansbury 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 James D. Huchabay of the first part, covenant and agree with the said Low R. Stansbury 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 Low R. Stansbury of the second part. his heirs and assigns in one or more insurance companies satisfactory to the said Low R. Stansbury of the second part, against fire lightning or tornadoes. Should the part James D. Huchabay of the first part make default in the performance of any of these stipulations, the said Low R. Stansbury of the second part may immediately perform and discharge the same, and all accounts so expended by the said Low R. Stansbury 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, Elizabeth E. Huchabay wife of said James D. Huchabay, do hereby release and quit-claim unto the said Low R. Stansbury 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 James D. Huchabay and Elizabeth E. Huchabay heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Low R. Stansbury his executors, administrators, or assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said note. it 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.

James D. Huchabay (I. S.)
Elizabeth E. Huchabay (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 James D. Huchabay 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 Elizabeth E. Huchabay wife of said James D. Huchabay 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 19th day of April, 1907

[SEAL] Western District, I.T.

My commission expires June 29, 1909

Filed for record April 22, 1907, at 2 o'clock P. M.

Attest
Deputy U.S. Clerk and Ex. Officer Rec.

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

Low R. Stansbury
Signed and acknowledged before me, Notary Public, on this 17th day of April, 1907