

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 22d day of April A. D., 1907, between C. C. Cole (single man) of Lubbock, Tex. and Jasmita Scott of Lubbock, Tex. witnesseth, that WHEREAS, the said C. C. Cole is justly indebted to the said Jasmita Scott in the sum of Four Thousand and no/100 DOLLARS (\$4000.00) which is evidence by one certain promissory note dated January 7th 1907 of even date herewith, to-wit:

One note due July 7th 1907, for \$4000.00, bearing interest at 8% per annum from date

One note due July 7th 1907, for \$100.00, and one note due July 7th 1907, for \$100.00

NOW, THEREFORE, the said C. C. Cole and

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

Jasmita Scott, her heirs and assigns forever, the following described real estate, to-wit:

All of Lot Number Three (3) in Block Number One hundred thirty-six (136) as shown by the Government Plat of the City of Lubbock approved by the Secretary of the Interior.

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 Jasmita Scott 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 C. C. Cole of the first part, covenant and agree with the said Jasmita Scott 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 Jasmita Scott of the second part, her heirs and assigns in one or more insurance companies satisfactory to the said Jasmita Scott of the second part, against fire, lightning or tornadoes. Should the said C. C. Cole of the first part make default in the performance of any of these stipulations, the said Jasmita Scott of the second part may immediately perform and discharge the same, and all accounts so expended by the said Jasmita Scott of the second part, her heirs or assigns, in paying said taxes, insurance premiums, loans 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, C. C. Cole do hereby release and quit-claim unto the said Jasmita Scott 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 C. C. Cole her heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Jasmita Scott 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, C. C. Cole have hereunto set my hand on this the day and year first above written.

(L. S.)

(L. S.)

UNITED STATES OF AMERICA,
County of Dallas, State of Texas
Notary Public

BE IT REMEMBERED: That on this day, came before me, the undersigned, a Notary Public within and for the County of Dallas, State of Texas 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 Jasmita Scott wife of said C. C. Cole 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 22d day of April 1907

(SEAL) County of Dallas, Texas

Alfred Camp

Notary Public.

My commission expires Nov. 1st 1908 (date of expiration of notary commission)

Notary Public for Dallas County, Texas

Filed for record April 26 1907 at 11:45 o'clock A.M.

Oliver L. Lott
Agent for S. B. Lott and Co. Officers Rec.