

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 31st day of July A. D., 1906, between Thomas E. Shaw of Indian, Ind. Terr. and Gracie D. Shaw his wife, and Thomas Wiswall of Indian, I. T., witnesseth, that

WHEREAS, the said Thomas E. Shaw and Gracie D. Shaw are justly indebted to the said Thomas Wiswall in the sum of Four Hundred & Two DOLLARS (\$400.00) which is evidence by their certain promissory note of even date herewith, to-wit:

One note due Nov. 1, 1906, for \$150.00; and one note due 190, for \$
One note due July 31, 1907, for \$250.00, and one note due 190, for \$

NOW, THEREFORE, the said Thomas E. Shaw and Gracie D. Shaw 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 Thomas Wiswall his heirs and assigns forever, the following described real estate, to-wit:

Beginning at a point 184 feet south of the quarter-section corner between Sections 11 and 12 in Township 19, North, Range 12, East, and running thence West 722 feet to the left bank of the Arkansas River, thence South easterly along said bank 67 feet, thence East 614.5 feet the section line between Sections 11 and 12, said Township and Range, thence North along said line 131 feet to the place of beginning, containing 2.01 acres more or less, and being a part of Lot 1 in Section 11, Township 19, North, Range 12, East,

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 Thomas Wiswall 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 party of the first part, covenant and agree with the said party 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 party of the second part his heirs and assigns in one or more insurance companies satisfactory to the said party of the second part, against fire lightning or tornadoes. Should the party of the first part make default in the performance of any of these stipulations, the said party of the second part may immediately perform and discharge the same, and all accounts so expended by the said party of the second part, 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, Gracie D. Shaw wife of said Thomas E. Shaw, do hereby release and quit-claim unto the said Thomas Wiswall 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 Thomas E. Shaw his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Thomas Wiswall 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 hand and seal on this the day and year first above written.

Thomas E. Shaw (L. S.)

Gracie D. Shaw (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 Thomas E. Shaw 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 Gracie D. Shaw wife of said Thomas E. Shaw 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 Officer on this 31 day of July, 1906.

(SEAL) Western Dist. I. T.

E. Milton Latimer Notary Public.

My commission expires January 10, 1908.

Filed for record July 31, 1906, at 11:30 o'clock A. M.

Olto Lottin
City Clerk and Ex-officio Recorder