

MORTGAGE OF REAL PROPERTY.

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THIS INDENTURE, Made this 23rd day of May A. D., 1907, between Mary E. Green a single woman, Lucas, I. T. and Thomas Wiswall of Lucas, I. T. his wife, and Thomas Wiswall of Lucas, I. T. witnesseth, that

WHEREAS, the said Mary E. Green is justly indebted to the said Thomas Wiswall in the sum of Sixteen Hundred DOLLARS, (\$ 16.00⁰⁰) which is evidence by One certain promissory note of even date herewith, to-wit:

One note due May 23, 1908, for \$ 16.00⁰⁰; one note due , 190 , for \$
One note due , 190 , for \$, and one note due , 190 , for \$

NOW, THEREFORE, the said Mary E. Green and Thomas Wiswall 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:

The South Half (S 1/2) of Lot Three (3) Block One Hundred and One (101) being fifty feet front (50 ft.) by One Hundred and Forty (140) feet deep in the City of Lucas, 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 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 Mary E. Green of the first part, covenant and agree with the said Thomas Wiswall 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 Thomas Wiswall of the second part, his heirs and assigns in one or more insurance companies satisfactory to the said Thomas Wiswall of the second part, against fire, lightning or tornadoes. Should the Mary E. Green of the first part make default in the performance of any of these stipulations, the said Thomas Wiswall of the second part may immediately perform and discharge the same, and all accounts so expended by the said Thomas Wiswall 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, Mary E. Green wife of said Thomas Wiswall 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 aforesaid premises.

CONDITIONED, However, that if the said Mary E. Green her heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Thomas Wiswall his heirs, 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 herewith set my hand on this the day and year first above written.
Mary E. Green (L. S.)
Thomas Wiswall (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 Mary E. Green, a single woman 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 Mary E. Green wife of said Thomas Wiswall 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 24th day of May, 1907.
[SEAL] Western Dist. I. T. Phil C. Krammer Notary Public
My commission expires 6/19, 1909

Filed for record May 25, 1907, at 11:00 o'clock A. M.
Atty. General
Deputy U.S. Clerk & Ex. Officer Rec.