

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 21st day of May, A. D., 1907, between Minnette M. Hedger Wife, and Prof. H. Hedger, her husband, and J. P. Chin, of Lexington, Mo., witnesseth, that

WHEREAS, the said Minnette M. Hedger, is justly indebted to the said

in the sum of Minnetta hundred fifty & 00/100 DOLLARS, (\$1950.00) which is evidence by five certain promissory note of even date herewith, to-wit:

One note due June, 1907, for \$50.00; one note due July, 1907, for \$50.00

One note due August, 1907, for \$50.00, and one note due Sept., 1907, for \$50.00

and one note due May 1919 for \$1750.00 Minnette M. Hedger, and

NOW, THEREFORE, the said Prof. H. Hedger, her husband, 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 J. P. Chin

his heirs and assigns forever, the following described real estate, to-wit:
The south twenty five (25) feet of Lot No One (1) and the north twenty five (25) feet of Lot No Two (2) in Block No. One Hundred fifty two (152) in the town of Salem, Creek Nation, Western District, Indian Territory, according to the official Plat and Survey thereof, and being the same land conveyed to Minnette M. Hedger by the said J. P. Chin by deed dated May 20th, 1907, and to which reference is herein made for a more particular description.

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 J. P. Chin

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 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, Prof. H. Hedger, husband of said Minnette M. Hedger, do hereby release and quit-claims unto the said

J. P. Chin heirs and assigns, all my right, claim, or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Minnette M. Hedger her heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. P. Chin, 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 hand and on this the day and year first above written.

Minnette M. Hedger (L. S.)

Prof. H. Hedger (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 Minnette M. Hedger 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 Prof. H. Hedger, husband of said Minnette M. Hedger 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 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 21st day of May, 1907

(SEAL) Western Dist. D. J. P. Chin Notary Public.

My commission expires July 7/07

Filed for rec'd May 21 1907 at 11 o'clock P. m.

Chas. Linton
 Deputy U.S. Clerk & Ex. Officer