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# MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this seventh day of May, A. D., 1907, between J. M. Battorff of Lulas, Indian Territory and Nona Battorff, his wife, and Erastus H. George of Nevada, Missouri, witnesseth, that

WHEREAS, the said J. M. Battorff is justly indebted to the said Erastus H. George in the sum of fourteen hundred fifty DOLLARS. (\$1450.00) which is evidence by 75 certain promissory notes of even date herewith, to-wit:

One note due June 1st 1907 for \$ 50.00; one note due August 7th 1907 for \$ 210.00  
One note due November 7th 1907 for \$ 100.00 and one note due February 7th 1908 for \$ 100.00

NOW, THEREFORE, the said J. M. Battorff and Nona Battorff 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 Erastus H. George his heirs and assigns forever, the following described real estate, to-wit:

all of the northern half of Lot two (2) in Block One hundred forty (140) being one hundred forty feet in length and fifty feet in width throughout its entire length, in the Town, now City of Lulas, Creek Nation, Western District, Indian Territory.

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 Erastus H. George his heirs and assigns unto their 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, 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 diverse other good and valuable considerations, I, Nona Battorff wife of said J. M. Battorff do hereby release and quit-claim unto the said Erastus H. George 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 J. M. Battorff his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Erastus H. George 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, said Erastus H. George have hereunto set their hands on this the day and year first above written.

J. M. Battorff (L.S.)  
Nona Battorff (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 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 Nona Battorff wife of said J. M. Battorff 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 7th day of May 1907  
(SEAL) Western District Bryan C. Corner Notary Public  
My commission expires March 29, 1911

Filed for record May 9 1907, at 9 o'clock a.m.

Otto Lortz  
Deputy Clerk & Officer Rec.