

MORTGAGE OF REAL PROPERTY.

275

THIS INDENTURE, Made this 10th day of May, A. D. 1907, between W. E. Strickland of Indian Territory and M. C. Strickland his wife, and C. D. Boggeshall of Indian Territory, witnesses, that

WHEREAS, the said W. E. Strickland and M. C. Strickland are justly indebted to the said C. D. Boggeshall in the sum of Three Hundred DOLLARS (\$300.00) which is evidence by their certain promissory note of even date herewith, to-wit:

One note due Nov. 10th, 1907, for \$300.00, one note due Nov. 10th, 1907, for \$300.00, and one note due Nov. 10th, 1907, for \$300.00.

NOW, THEREFORE, the said W. E. Strickland and M. C. Strickland 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

C. D. Boggeshall, his heirs and assigns forever, the following described real estate, to-wit: The southeasterly fifty (50) feet of Lots Four (4) and Five (5) in Block One Hundred & Twenty-three (123) according to the original plat of the town of Tulsa, Creek Nation, 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 C. D. Boggeshall his heirs and assigns and unto their own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said W. E. Strickland of the first part, covenant and agree with the said C. D. Boggeshall 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 C. D. Boggeshall of the second part, his heirs and assigns in one or more insurance companies satisfactory to the said C. D. Boggeshall of the second part, against fire, lightning or tornadoes. Should the said W. E. Strickland of the first part make default in the performance of any of these stipulations, the said C. D. Boggeshall of the second part may immediately perform and discharge the same, and all accounts so expended by the said C. D. Boggeshall 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, M. C. Strickland wife of said W. E. Strickland, do hereby release and quit-claim unto the said

C. D. Boggeshall, 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 W. E. Strickland and M. C. Strickland, their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said C. D. Boggeshall, his heirs, executors, or administrators, 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 day and year first above written.

W. E. Strickland (L. S.)
M. C. Strickland (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 W. E. Strickland, 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 W. E. Strickland wife of said W. E. Strickland, 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 on this 10th day of May, 1907.
[SEAL] Western Dist. I. T. Wm. Oliver Notary Public.
My commission expires Dec. 15, 1907.

Filed for record May 16, 1907, at 2:35 o'clock P. M.
Oliver L. Linton
Deputy U. S. Clerk & Officer Rec.