

MORTGAGE OF REAL PROPERTY.

P.D.
F.V.
C.L.
O.D.
G.I.

THIS INDENTURE, Made this 16th day of May, A.D., 1907, between Pearl V. Ealy of Julca, I.T. and W. J. Ealy, her husband, his wife, and J. G. Cannon of Julca, I.T., witnesses, that

WHEREAS, the said Pearl V. Ealy & W. J. Ealy, her husband is justly indebted to the said J. G. Cannon in the sum of Four hundred DOLLARS, (\$400.00) which is evidence of by One certain promissory note of even date herewith, to-wit:

One note due May 16th, 1908, for \$400.00; interest payable semi-annually in advance, at rate of eight (8) per cent per annum; and one note due 190 for \$

NOW, THEREFORE, the said Pearl V. Ealy & W. J. Ealy, 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. G. Cannon

his heirs and assigns forever, the following described real estate, to-wit:
Lot No Nine (9) in Block No Twenty (20) in Lynch & Fawcett's addition to Julca, I.T.

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. G. Cannon his heirs and assigns unto his own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said parties 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, 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, Pearl V. Ealy wife of said W. J. Ealy, do hereby release and quit-claim unto the said J. G. Cannon 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 Pearl V. Ealy & W. J. Ealy, her husband, their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. G. Cannon, his heirs, executors, 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 on this the day and year first above written.

Pearl V. Ealy (L.S.)
W. J. Ealy (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 Pearl V. Ealy & W. J. Ealy, her husband to me known as the mortgagor in the foregoing instrument, and stated that they 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 Pearl V. Ealy wife of said W. J. Ealy, 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 16th day of May, 1907.
(SEAL) Western Dist. & W. Henry L. Reed Notary Public.
My commission expires February 15th 1910

Filed for record May 16, 1907 at 5:00 o'clock P. M.

Oliver L. Linton
Register of Deeds & Office Rec.