

11673
MORTGAGE OF REAL PROPERTY.

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

THIS INDENTURE, Made this 5th day of June A. D. 1907, between Josephine Berry of Lucas, Ind. and Brunson Patterson Lb Co of Minutt, Mo witnesseseth, that

WHEREAS, the said Josephine Berry is justly indebted to the said Brunson & Patterson Lb Co in the sum of Five Hundred Thirty two & 54/100 DOLLARS (\$532.50), which is evidence by 2 certain promissory notes of even date herewith, to-wit:

One note due Sept 1st 1907 for \$265.50; one note due Oct 1st 1907 for \$267.00

One note due 1907 for \$ and one note due 1907 for \$

NOW, THEREFORE, the said Josephine Berry and her 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 Brunson Patterson Lb Co heirs and assigns forever, the following described real estate, to-wit:

all of Lots 13-14-15 & 16 in Block 201 of Perry's Addition to the Town of Lucas, Ind. according to the official survey and plat of same.

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 Brunson Patterson Lb Co heirs and assigns and 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, their 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, their 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, Josephine Berry wife of said Josephine Berry do hereby release and quit-claim unto the said Brunson Patterson Lb Co heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Josephine Berry her heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Brunson Patterson Lb Co their 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, Josephine Berry have hereunto set my hand on this the day and year first above written.

Josephine Berry (L.S.)
(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 mortgagee, 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 Josephine Berry wife of said Josephine Berry 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 Official on this 5th day of June 1907
(SEAL) Western Dist. Ind. Wm. Quincy Notary Public
My commission expires Dec 15 1907

Filed for rec. to June 5 1907 at 11:00 o'clock A.M.

Attest
Deputy U.S. Clerk & Ex-Officio Rec.