

MORTGAGE OF REAL PROPERTY.

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THIS INDENTURE, Made this 2 day of Aug, A. D. 1906, between Banks Bros. of Shiatick, D.T. and Aletta and Mattie Banks their wife and first Bank of Shiatick, D.T., witnesseth, that

WHEREAS, the said Banks Bros. is justly indebted to the said The First Bank of Shiatick in the sum of Two Hundred Seven 7/10 DOLLARS. (\$207.70) which is evidence by two certain promissory note of even date herewith, to-wit:

One note due Aug 14th, 1906, for \$100.00; one note due Aug 14th, 1906, for \$107.70
One note due Aug 14th, 1906, for \$100.00; and one note due Aug 14th, 1906, for \$107.70

NOW, THEREFORE, the said Banks Bros., J. W. and W. G. and Aletta and Mattie Banks their 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 The First Bank of Shiatick its heirs and assigns forever, the following described real estate, to-wit:

Lots 1-2-3-4-5-6-23-24-25-26-27-28 in Block 28, in the Original town of Shiatick, D.T.
according to the recorded plat thereof.

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 The First Bank of Shiatick its heirs and assigns unto its own proper use, benefit and behoof forever.

AND WHEREAS, For the farther 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, and assigns in one or more insurance companies satisfactory to the said party of the second part, against fire, lightning and tornadoes. Should the parties 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 amounts 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, Aletta and Mattie Banks wife of said J. W. Banks and W. G. Banks do hereby release and quit-claim unto the said The First Bank of Shiatick its heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said Banks Bros., J. W. and W. G. Banks their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said The First Bank of Shiatick its executors, administrators, or assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said note 3 then this instrument shall be void otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF W. G. Banks have hereunto set our hand and on this the day and year first above written.

W. G. Banks (L.S.)
Mrs. Mattie Banks (L.S.)

Banks Bros. (L.S.)
J. W. Banks (L.S.)
Mrs. Aletta Banks (L.S.)

UNITED STATES OF AMERICA,
WESTERN DISTRICT,
INDIAN TERRITORY

BE IT REMEMBERED: That on this day came before me, the undersigned, a Mayor and Ex-Officio Justice of the Peace within and for the Shiatick District of Indian Territory aforesaid, duly qualified and acting to me known as the mortgagor 3 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 Aletta and Mattie Banks wife of said J. W. and W. G. Banks 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 Mayor & Ex-Officio J.P. on this 2d day of August, 1906.

[SEAL] The Incorporated Town of Shiatick, Ind. Ter.

My commission expires 190.

U. B. Townsend Notary Public
Mayor and Ex-Officio Justice of the Peace
Shiatick, D.T.

Filed for record Aug 6, 1906, at 8 o'clock a. m.

Otis Lorton
Deputy Clerk and Ex-Officio Recorder