

MORTGAGE OF REAL PROPERTY.

RECORDED
JUN 10 1907
C. I.

THIS INDENTURE, Made this 3rd day of June A. D. 1907 between Maggie Ohair her husband R. Y. Ohair his wife, and J. W. Pickett of Jenks T. & Co. witnesses, that

WHEREAS, the said Maggie Ohair is justly indebted to the said J. W. Pickett in the sum of four hundred and twenty four DOLLARS (\$ 424⁰⁰) which is evidence by a certain promissory note of even date herewith, to-wit:

One note due Sept 3, 1907, for \$ 424⁰⁰; one note due 190, for \$ 190

One note due 190, for \$ 190; and one note due 190, for \$ 190

NOW, THEREFORE, the said Maggie Ohair and R. Y. Ohair her husband 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 J. W. Pickett his heirs and assigns forever, the following described real estate, to-wit:

Lot number twenty two (22) in Block number seventeen (17) in the town of Jenks 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 J. W. Pickett his heirs and assigns unto his own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said party 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 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, R. Y. Ohair husband of said Maggie Ohair, do hereby release and quit-claim unto the said J. W. Pickett 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 Maggie Ohair her heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. W. Pickett 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, her have hereunto set her hand and seal on this the day and year first above written.

Maggie Ohair (L. S.)
R. Y. Ohair (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 Maggie Ohair 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 R. Y. Ohair wife of said her husband of said Maggie Ohair 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 3rd day of June 1907.

[SEAL] Western Dist. & Co. Herschell B. Hamilton Notary Public.
My commission expires April 5th 1910

Filed for record June 10 1907 at 11:30 a.m. Otis Horton Deputy Clerk and Coopers Rec