

No. 64
MORTGAGE OF REAL PROPERTY.

<p style="margin: 0;">C. I. C. D. C. I.</p>	<p>THIS INDENTURE, Made this 9th day of July A. D. 1906, between <u>Addie Hall (nee Manna)</u>, of Mannford, Indian Territory, and <u>L. H. Lashley</u>, his wife, and <u>L. H. Lashley</u>, witnesseth, that</p> <p>WHEREAS, the said <u>Addie Hall (nee Manna)</u> is justly indebted to the said <u>L. H. Lashley</u>, in the sum of <u>One Thousand</u> <u>DOLLARS. (\$1000.00)</u>, which is evidence by <u>One</u> certain promissory note, of even date herewith, to-wit: and enclosed by <u>One</u> note due July 9, 1911 for One Thousand Dollars (\$1000.00) with eight percent interest thereon from date, which said interest is evidenced by <u>One</u> note due January 9, 1907, for \$40.00, one note due January 9, 1908, for \$10.00, <u>One</u> note due January 9, 1909, for \$80.00, one note due January 9, 1910, for \$80.00, and <u>One</u> note due January 9, 1911, for \$40.00, one note due January 9, 1912, for \$80.00, and NOW, THEREFORE, the said <u>Addie Hall (nee Manna)</u>, and for the better securing the payment of the money aforesaid, with in- terest thereon according to the tenor and effect of said note above mentioned, do hereby grant, bargain, sell and convey unto the said <u>L. H. Lashley</u>, heirs and assigns, forever, the following described real estate, to-wit:</p> <p><u>The North East One Quarter (1/4) of the North West One Quarter (1/4) and the West One Half (1/2) of the</u> <u>North West One Quarter (1/4) of Section Sixteen (16) Township Sixteen (16) North Range Twenty (20) East-</u> <u>Lying in the Creek Nation of the Indian Territory</u></p> <p>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.</p> <p>TO HAVE AND TO HOLD the above granted, bargained, and described premises unto the said <u>L. H. Lashley</u>, heirs and assigns and unto <u>him</u> own proper use, benefit and behoof forever.</p> <p>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, <u>him</u> 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.</p> <p>And for the consideration aforesaid and for given other good and valuable considerations,</p> <p>Wife of said <u>Addie Hall (nee Manna)</u>, do hereby release and quit-claim unto the said <u>L. H. Lashley</u>, heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said <u>L. H. Lashley</u>, his 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.</p> <p>IN TESTIMONY WHEREOF, the said <u>Addie Hall (nee Manna)</u>, have hereunto set my hand, on this the day and year first above written.</p> <p style="text-align: right;"><u>Addie Hall</u> (L. S.)</p> <p style="text-align: right;">(L. S.)</p> <p>UNITED STATES OF AMERICA, WESTERN DISTRICT, INDIAN TERRITORY</p> <p>RE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public within and for the <u>Mannford</u>, District of Indian Territory aforesaid, duly commissioned and acting <u>Addie Hall (nee Manna)</u>, being known as the mortgagor, in the foregoing instrument, and stated that she had executed the same for the consideration and purpose therein contained and set forth, without compulsion or undue influence of her said husband.</p> <p>And on the same day voluntarily appeared before me, the said <u>L. H. Lashley</u>, his wife of said 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 to said mortgage for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband.</p> <p>WITNESS my hand and seal as such, <u>Official</u>, on this 9th day of July A. D. 1906.</p> <p style="text-align: right;"><u>L. H. Lashley</u> Notary Public.</p> <p>(SEAL) <u>Mannford, Okla.</u></p> <p>My commission expires July 19, 1907.</p> <p>Filed for record July 11, 1906, at 7:30 o'clock A. M.</p> <p style="text-align: right;"><u>Ada Linton</u> M. G. Clerk & Office Recorder.</p>
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