

MORTGAGE OF REAL PROPERTY.

309

THIS INDENTURE, Made this 21 day of July, A. D., 1907, between Daniel J. Stuteman and Frances E. Stuteman, his wife, and Geo. Mallach

witnesseth, that
WHEREAS, the said Daniel J. Stuteman is justly indebted to the said Geo. Mallach

in the sum of Nine hundred DOLLARS (\$ 900.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due Aug. 1, 1907, for \$ 900.00 and one note due 1907 for \$ 900.00

NOW, THEREFORE, the said Daniel J. Stuteman and Frances E. Stuteman 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 Geo. Mallach

his heirs and assigns forever, the following described real estate, to-wit:
The north half of the northeast quarter of the southeast quarter of the south west quarter of section twelve Township nineteen N Range twelve E Creek Nation Western District Ind. Ter. (N² NE⁴ SE⁴ SW⁴ S. 12 T. 19 R. 12) containing five acres less or tract 30 ft wide across the west end said tract, reserved for a roadway

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 Geo. Mallach

his heirs and assigns and unto them 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 and 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, loans or special assessments or in protecting said title, in 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, Frances E. Stuteman wife of said Daniel J. Stuteman, do hereby release and quit-claim unto the said Geo. Mallach 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 Daniel J. Stuteman his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Geo. Mallach, 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.

IN TESTIMONY WHEREOF, we have hereunto set our hands on this the day and year first above written.

Daniel J. Stuteman (L. S.)
Frances E. Stuteman (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 Daniel J. Stuteman 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 Frances E. Stuteman wife of said Daniel J. Stuteman 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 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 N. P. on this 18 day of July, 1907.
[SEAL] Western District Indian Ter. Geo. B. Mackay Notary Public.
My commission expires Sept. 21, 1908.

Filed for record July 2, 1907, at 4 o'clock P. M.
Old Fort Smith, Ark. Black and White Recorder

I certify that the foregoing is a true and correct copy of the original as the same appears from the records of the County of De Witt, New York.
Mar 12 1909
Geo. B. Mackay
 Notary Public