

MORTGAGE OF REAL PROPERTY.

RECORDED
JUL 11 1907
C. J.

THIS INDENTURE, Made this 6th day of July, A. D. 1907, between A. Simon of Julia, Ind. Ter. and Mabel Simon his wife, and Mary D. Kragger of Julia Ind. Ter. witnesseseth, that

WHEREAS, the said A. Simon and Mabel Simon are justly indebted to the said Mary D. Kragger in the sum of Five hundred thirty five and 50/100 DOLLARS, (\$ 535.50) which is evidence by two certain promissory note S of even date herewith, to-wit:

One note due July 6th, 1907, for \$ 267.75 and one note due July 6th, 1907, for \$ 267.75 and one note due July 6th, 1907, for \$ 267.75

NOW, THEREFORE, the said A. Simon and Mabel Simon 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 Mary D. Kragger her heirs and assigns forever, the following described real estate, to-wit:

Lot number Four (4), in Block number three (3) in Oaklawn Addition to the City of Julia Creek Nation, Western District, Indian Territory as shown by the duly 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 Mary D. Kragger her heirs and assigns and unto her own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said A. Simon the first part, covenant and agree with the said Mary D. Kragger 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 Mary D. Kragger of the second part, her heirs and assigns in one or more insurance companies satisfactory to the said Mary D. Kragger of the second part, against fire, lightning or tornadoes. Should the A. Simon of the first part make default in the performance of any of these stipulations, the said Mary D. Kragger of the second part may immediately perform and discharge the same, and all accounts expended by the said Mary D. Kragger 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, Mabel Simon wife of said A. Simon do hereby release and quit-claim unto the said Mary D. Kragger her heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said A. Simon and Mabel Simon heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Mary D. Kragger her executors, administrators, or assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said note S, 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 day and year first above written.

A. Simon (L.S.)
Mabel Simon (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 A. Simon 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 Mabel Simon wife of said A. Simon 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 Notary on this 6th day of July, 1907.

(SEAL) Western District Ind. Ter. P. M. Atson Notary Public.

My commission expires June 6th, 1911.

Filed for record July 8, 1907, at 3 o'clock P. M.

Oliver Lorton Deputy Clerk and Ex. Officer Recorder

For value received I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Mary D. Kragger
July 29-07
Register of Deeds