

## MORTGAGE OF REAL PROPERTY.

RECORDED  
JUL 12 1907

THIS INDENTURE, Made this 10th day of July A. D., 1907, between Geo. A. Hurst, Zuba, Ch. T. and Ella B. Hurst, his wife, and Minna Wilhelm of Zuba, Ch. T. witnesseth, that

WHEREAS, the said Geo. A. Hurst is justly indebted to the said Minna Wilhelm

in the sum of Two Thousand and no/100 DOLLARS (\$2,000.00) which is evidenced by three certain promissory notes, of even date herewith, to-wit:

One note due on or before Jan. 1, 1908, for \$500.00; one note due on or before Jan. 1, 1909, for \$750.00; and one note due on or before Jan. 1, 1910, for \$750.00

NOW, THEREFORE, the said Geo. A. Hurst and Ella B. Hurst 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 Minna Wilhelm, her heirs and assigns forever, the following described real estate, to-wit:

The southerly half of Lot Three (3) in Block One hundred, eighty-four (184) in the Town of Zuba, Western District, Indian Territory except a tract in the south westerly corner thereof 20 feet by 40 feet described as follows: Beginning at a point on westerly line of said lot 20 feet southerly from north westerly corner of said lot thence north westerly on said lot line 20 feet, thence north easterly on line parallel with north westerly line of said lot 40 feet, thence south easterly 20 feet, thence south westerly 40 feet to place of beginning. First parties herein have privilege of paying any amount at any time, interest to cease on such payments at time of making same, 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 Minna Wilhelm 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 part of the first part, covenant and agree with the said part 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 part of the second part. her heirs and assigns in one or more insurance companies satisfactory to the said part of the second part, against fire, lightning or tornadoes. Should the part of the first part make default in the performance of any of these stipulations, the said part of the second part may immediately perform and discharge the same, and all accounts so expended by the said part 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, Ella B. Hurst wife of said Geo. A. Hurst, do hereby release and quit-claim unto the said Minna Wilhelm 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 Geo. A. Hurst + Ella B. Hurst heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Minna Wilhelm, her 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 hand, S. on this the day and year first above written.

Geo. A. Hurst (L. S.)

Ella B. Hurst (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 Geo. A. Hurst 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 Ella B. Hurst wife of said Geo. A. Hurst 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 10th day of July 1907

(SEAL) William O. D. Wither Farmer Notary Public

My commission expires Jan 19 1909

Filed for record Jul 12 1907 at 2:30 o'clock P. M.

O. L. Horton

Deputy U. S. Clerk & Ex. Officer Rec