

# MORTGAGE OF REAL PROPERTY.

P. D. 123	
P. W. 123	
P. L. 123	
C. L. 123	
C. D. 123	
C. L. 123	

THIS INDENTURE, Made this 25<sup>th</sup> day of July A. D., 1907, between J. Truman Nye  
of Zuba Land Ten and Florence B. Nye his wife, and Maurice A  
De Minna of Zuba Land Ten, witnesseth, that

WHEREAS, the said J. Truman Nison and Florence B. Nison are  
Maurice A. De Visser justly indebted to the said

in the sum of Two Thousand DOLLARS, (\$ 2000-) which is

evidence by me certain promissory note of even date herewith, to-wit:

One note due on or before July 25<sup>th</sup> 1908 for \$ 2000 - one note due 190 for \$ 1

~~One note due 190 for \$ and one note due 190 for \$~~

NOW, THEREFORE, the said J. G. Guzman Nixon and Helen B. Nixon his wife, for the better securing the payment of the money aforesaid, with in-

interest thereon according to the tenor and effect of said note above mentioned, do hereby grant, bargain, sell and convey unto the said Maurice  
A. De Ninna his heirs and assigns forever, the following described real estate, to-wit:

Lot Numbered seven (7) and eight (8) in Block Five (5) in the Town of North Tulsa, Cherokee Nation, Indian Territory, according to the recorded survey and 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 Maurice A. De  
Ninna his heirs and assigns and unto his own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said party <sup>of</sup> the first part, covenant and agree with the said party <sup>of</sup> 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 <sup>of</sup> the second part, his heirs and assigns in one or more insurance companies satisfactory to the said party <sup>of</sup> the second part, against fire, lightning or tornadoes. Should the party <sup>of</sup> the first part make default in the performance of any of these stipulations, the said party <sup>of</sup> the second part may immediately perform and discharge the same, and all accounts so expended by the said party <sup>of</sup> 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, Lawrence B. Nixon  
 wife of said J. Truman Nixon, do hereby release and quit-claim unto the said Maurice  
A. De Vinand 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 J. Truman Nixon or Florence B. Nixon, executors, or administrators, shall well and truly pay or cause to be paid to the said Maurice A. De Vonna, 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 hand & on this the day and year first above written

J. Truman Nixon (L.S.)  
54 Lawrence St. Nixon (L.S.)

State of West Virginia  
County of Mineral  
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 County of McIntosh District of Indian Territory aforesaid, duly commissioned and acting Frederice B. Nixson  
to me known as the mortgagor my 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 Frederice B. Nixon wife of said J. Truman Nixon 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 22 day of July 1907  
 (SEAL) *Wm. L. W. W.* *Arthur J. Collier* Notary Public.

My commission expires Sept 18 1910  
Real Western Dist. C.T.  
 Filed for rec. rd Jul 26 1910 at 7 o'clock A. m.  
Geo. W. Davis  
Notary Public

Filed for record Jul 26 1977, at 10:45 o'clock a m.

Deputy U. S. Clerk & Ex. Officer Rec

This mortgage is the 12th day of September, 1907 released.

Witness my hand and seal of office this 12th day of September, 1907.

Maurice A. Pettina