

5067

**MORTGAGE OF REAL PROPERTY.**

**THIS INDENTURE**, Made this 12<sup>th</sup> day of July A.D. 1907, between Thomas J. Dawson and Lena L. Dawson, his wife, and John O. Mitchell of Tulsa, Okl., witnesseth, that

WHEREAS, the said Thomas J. Dawson and John O. Mitchell is justly indebted to the said John O. Mitchell in the sum of Two Hundred and Fifty DOLLARS. (\$ 250.00) which is evidence by their certain promissory note of even date herewith, to-wit:

One note due January 1908 for \$ 250.00, one note due 1908 for \$ \_\_\_\_\_ and one note due 1908 for \$ \_\_\_\_\_

NOW, THEREFORE, the said Thomas J. Dawson and Lena L. Dawson, 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 John O. Mitchell his heirs and assigns forever, the following described real estate, to-wit:

All the right, title and interest they have in and to the North West one quarter of section nine (9) Township Nineteen (19) North, Range 14 East Creek Nation Indian Territory U.S. according to the United States Survey thereof according to the meridian base and meridian line being the allotment of Dave Herrod Gordon deceased

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 John O. Mitchell his heirs and assigns and unto \_\_\_\_\_ 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, his 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 and 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, Lena L. Dawson, wife of said Thomas J. Dawson, do hereby release and quit-claim unto the said John O. Mitchell his heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises

on this CONDITIONED, However, that if the said Thomas J. Dawson or Lena L. Dawson, heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said John O. Mitchell 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 S on this the day and year first above written.

Thomas J. Dawson (L.S.)  
Lena L. Dawson (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 in the Western District of Indian Territory aforesaid, duly commissioned and acting, Thomas J. Dawson to me known as the mortgagor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

And on the same day voluntarily appeared before me, the said Lena L. Dawson, wife of said Thomas J. Dawson, 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 12<sup>th</sup> day of July A.D. 1907.

(SEAL) Western Dist. L.S. M. J. McCloskey Notary Public

My commission expires May 20, 1911

Filed for record Jul 30, 1907 at 4:45 P.M.

Otis Horton

Deputy U.S. Clerk & an Officer