

## MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 2nd day of Aug. A. D. 1907, between Thomas Barrigan a widower of Tulsa, Ok. and his wife, and M. E. Varner of Tulsa, Ok. witnesseth, that

WHEREAS, the said Thomas Barrigan is justly indebted to the said M. E. Varner in the sum of One hundred forty five - DOLLARS. (\$145.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due Sept. 2, 1907, for \$145.00; one note due       , 190      , for \$      ; and one note due       , 190      , for \$      .

NOW, THEREFORE, the said Thomas Barrigan and 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 M. E. Varner her heirs and assigns forever, the following described real estate, to-wit:

lying in the Creek Nation, Western District Indian Territory, to-wit: Beginning at the Southwest corner of the South east quarter (1/4), of the South west quarter of section twelve (12), Township nineteen (19), range twelve (12) East, thence East along the section line 435 feet, thence North 150 feet, thence West 435 feet, thence South 150 feet to the place of beginning containing 1 1/2 acres of land

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 M. E. Varner her heirs and assigns 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 said taxes, insurance premiums, loans 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, Thomas Barrigan wife of said Thomas Barrigan, do hereby release and quit-claim unto the said M. E. Varner her heirs and assigns, all my right, claim, or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said Thomas Barrigan his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said M. E. Varner 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 I have hereunto set my hand on this the day and year first above written. Thomas Barrigan (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 Thomas Barrigan 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 Thomas Barrigan wife of said Thomas Barrigan 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 2nd day of August 1907.  
(SEAL) Western Dist. Ok. A. W. Randolph Notary Public.  
My commission expires Aug. 30th 1908.

Filed for record Aug 2 1907 at 4:45 o'clock P. M. Otis Barton  
Deputy U. S. Clerk & Ex. Officer Rec.

What is the name of the mortgagee? The name is M. E. Varner. The mortgage is for the sum of \$145.00. The mortgage is for the purpose of securing the payment of the note.