

MORTGAGE OF REAL PROPERTY.

P.D.M.
P.L.
C.L.
C.D.
C.I.

THIS INDENTURE, Made this 31st day of July, A.D. 1907, between Annis E. Mixon, her husband, and Delfa J. Carson, his wife, and Lorenzo D. Marr, witnesseth, that

WHEREAS, the said Annis E. Mixon, her husband, and Delfa J. Carson, his wife, are justly indebted to the said Lorenzo D. Marr

in the sum of five hundred DOLLARS (\$500.00) which is evidence by their certain promissory note of even date herewith, to-wit:

One note dated July 31st, 1907, for \$500.00 said one note due 1907, for \$

One note due 1907, for \$ and one note due 1907, for \$

NOW, THEREFORE, the said Annis E. Mixon and W. E. Mixon, Delfa Carson and M. T. Carson, 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 Lorenzo D. Marr

heirs and assigns forever, the following described real estate, to-wit:
N. W. 1/4 of S. E. 1/4 of S. W. 1/4
sect. 32 Township 20, N. Range 13 East
in Cherokee Nation C.T.

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 Lorenzo D. Marr, heirs and assigns and unto his 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, 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, We, M. E. Mixon and M. T. Carson, husbands of said Annis E. Mixon and Delfa J. Carson, respectively, do hereby release and quit-claim unto the said Lorenzo D. Marr, heirs and assigns, all right, claim or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said Mixons + Carsons, their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Lorenzo D. Marr, 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

Annis E. Mixon
M. E. Mixon
Delfa J. Carson
M. T. Carson

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 sworn, Annis E. Mixon, M. E. Mixon, Delfa J. Carson and M. T. Carson, to me known as the mortgagors, in the foregoing instrument, and stated that they 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 Annis E. Mixon and Delfa J. Carson, wife of said M. E. Mixon and M. T. Carson, to me well known, 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 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 3 day of August, 1907

[SEAL] Western Dist. I.T. H. A. Campbell Notary Public
My commission expires October 16, 1909

Filed for record Aug 2 1907, at 2:48 o'clock P.M. Otis Eaton

Deputy S. Clubb Ex. Officer Rec.