

5770

339

MORTGAGE OF REAL PROPERTY.

RECORDED
F. L. C. D. C. L.

THIS INDENTURE, Made this 10th day of August A. D. 1907 between Leynthia Mayfield Suba dnd. Zer and John T. Mayfield his wife, and Percy Collins witnesseth, that

WHEREAS, the said Leynthia Mayfield + John T. Mayfield are justly indebted to the said Percy Collins in the sum of Five Hundred DOLLARS (\$ 500.00) which is

evidence by one certain promissory note of even date herewith, to-wit:
One note due July 10th 1908 for \$ 500.00; one note due 190 for \$
One note due 190 for \$ and one note due 190 for \$

NOW, THEREFORE, the said Leynthia Mayfield and John T. Mayfield his husband 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 Percy Collins his heirs and assigns forever, the following described real estate, to-wit:

The South Fifty (50) feet of Lots Five (5) Six (6) Seven (7) Eight (8) Nine (9) + Ten (10) in Block Nine (9) in Burnett add. to Tulsa Western District, clnd. Zer according to the amended plat thereof
subject to a mortgage dated Nov. 1-1905 for \$500.00
given to the Medford Savings + Loan Soc. of Denver
Indo. filed for record Nov. 1-1905 For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me Feb 21-1911
H. E. Mackley
Notary of State.

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 Percy Collins 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 of the first part, covenant and agree with the said party 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 party of the second part his heirs and assigns in one or more insurance companies satisfactory to the said party of the second part, against fire, lightning or tornadoes. Should the party of the first part make default in the performance of any of these stipulations, the said party of the second part may immediately perform and discharge the same, and all accounts so expended by the said party 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, John T. Mayfield husband wife of said Leynthia Mayfield do hereby release and quit-claim unto the said Percy Collins 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 Leynthia Mayfield + John T. Mayfield their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Percy Collins 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 and seal on this the day and year first above written.

Leynthia Mayfield (L.S.)
John T. Mayfield (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 District of Indian Territory aforesaid, duly commissioned and acting, John T. Mayfield and Leynthia Mayfield his wife and John T. Mayfield husband to me known as the mortgagors 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 Leynthia Mayfield wife of said John T. Mayfield her own free will, executed said deed and signed and assented the relinquishment of dower and homestead in said mortgage 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 assented 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.

In WITNESS my hand and seal as such, on this 10th day of August A. D. 1907

(SEAL) West Dist. I. T.

John A. Ramsey

Notary Public.

My commission expires November 2nd 1911

Western District
Indian Territory

Filed for record Aug 10 1907 at 3:30 o'clock A. M.

I the Clerk of said District
Deputy U. S. Clerk + ex-officio