

# MORTGAGE OF REAL PROPERTY.

COMPARED

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THIS INDENTURE, Made this 1st day of August, A. D., 1907, between A. E. Bradshaw of Zula, Indian Ter. and Lena Bradshaw, his wife, and Virginia B. Ott of Marshall, Mo., witnesseth, that

WHEREAS, the said A. E. Bradshaw, Mo. is justly indebted to the said Virginia B. Ott in the sum of thirty five hundred + No/100 DOLLARS. (\$ 3500.00) which is evidence by four certain promissory note 2 of even date herewith, to-wit:

One note due August 1st, 1908, for \$ 1000.00; one note due August 1st, 1909, for \$ 1000.00  
One note due August 1st, 1900, for \$ 1000.00 and one note due August 1st, 1901, for \$ 500.00

NOW, THEREFORE, the said A. E. Bradshaw and Lena Bradshaw 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 Virginia B. Ott her heirs and assigns forever, the following described real estate, to-wit:

All of lot 2 & 3 in Block One Hundred Twenty Four (124) according to the official plat thereof, in the town of Zula, Indian Territory

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 Virginia B. Ott her heirs and assigns and unto her own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part 4 of the first part, covenant and agree with the said part 4 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 her 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 part 4 of the first part make default in the performance of any of these stipulations, the said part 4 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, Lena Bradshaw wife of said A. E. Bradshaw do hereby release and quit-claim unto the said Virginia B. Ott 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 A. E. Bradshaw her heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Virginia B. Ott, her executors, administrators, or assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said note 2 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.

A. E. Bradshaw (I. S.)

Lena Bradshaw (I. 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 A. E. Bradshaw 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 Lena Bradshaw wife of said A. E. Bradshaw 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 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 1st day of Aug, 1907

(SEAL) Zula, Indian Ter. Robert E. Lynch Notary Public.

My commission expires 7/2 1900

Filed for record Aug 12 1907, at 8 o'clock a.m.

Clara Horton  
Deputy U. S. Clerk & ex-officio