

MORTGAGE OF REAL PROPERTY.

FILED
C. D.
C. I.

THIS INDENTURE, Made this 24th day of Aug, A. D., 1907, between D. M. Martindale of El Paso and Dorothy J. Martindale, his wife, and John O. Mitchell of El Paso, witnesseth, that

WHEREAS, the said D. M. Martindale is justly indebted to the said John O. Mitchell in the sum of Two Hundred DOLLARS, (\$ 200.00) which is evidence by certain promissory note of even date herewith, to-wit:

One note due Oct. 24, 1907, for \$ 200.00; one note due _____, 190____, for \$ _____

One note due _____, 190____, for \$ _____ and one note due _____, 190____, for \$ _____

NOW, THEREFORE, the said D. M. Martindale and Dorothy J. Martindale 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 heirs and assigns forever; the following described real estate, to-wit:

East One Half of North East one quarter and South west one quarter of North East one quarter of Sec 19 T. 19 N Range 14 East of Indian Base and Meridian containing 120 acres more or less

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 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, I, Dorothy J. Martindale wife of said D. M. Martindale, do hereby release and quit-claim unto the said John O. Mitchell heirs and assigns, all my right, claim, or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said D. M. Martindale his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said John O. Mitchell 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 on this the day and year first above written.

D. M. Martindale (I. S.)

Dorothy J. Martindale (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 D. M. Martindale 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 Dorothy J. Martindale wife of said D. M. Martindale 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 24 day of August, 1907

(SEAL) West Dist I T L. L. B. Byrne Notary Public.

My commission expires Aug 28, 1907

Filed for record Aug 24, 1907 at 4 o'clock P. M.

D. H. Kahan
Deputy U. S. Clerk & Co. Officer