

MORTGAGE OF REAL PROPERTY.

COMPARED

351

THIS INDENTURE, Made this 12th day of August A. D. 1907, between Robert L. Norris and Mary M. Norris his wife, and E. G. Wickizer of Indian Territory, witnesseth, that

WHEREAS, the said Robert L. Norris + Mary M. Norris is justly indebted to the said E. G. Wickizer in the sum of Twelve Hundred DOLLARS (\$ 1200) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due Aug. 13, 1907, for \$ 1200; one note due 190 for \$ 100

One note due 190 for \$ 100 and one note due 190 for \$ 100

NOW, THEREFORE, the said Robert L. Norris and Mary M. Norris 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 E. G. Wickizer his heirs and assigns forever, the following described real estate, to-wit:

The East half of the North West quarter and the South West quarter of the North West quarter of section Twenty One (21) Township Nineteen (19) Range Thirteen (13) containing 120 acres more or less. The privilege is given of paying any part of the above debt in even hundreds at any interest paying date

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 E. G. Wickizer 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 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, Mary M. Norris wife of said Robert L. Norris do hereby release and quit-claim unto the said E. G. Wickizer 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 Robert L. Norris + Mary M. Norris their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said E. G. Wickizer 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 hands on this day and year first above written.

Robert L. Norris (I. S.)
Mary M. Norris (I. S.)

UNITED STATES OF AMERICA,
WESTERN DISTRICT
INDIAN TERRITORY

BE IT REMEMBERED: That on this day came before me, the undersigned, a within and for the District of Indian Territory aforesaid, duly commissioned and acting 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 wife of said 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 on this day of 190

[SEAL]

Notary Public.

My commission expires 190

Filed for record Aug 24 1907 at 2 o'clock P. M. At the Court
Deputy U. S. Clerk, ex Officio Rec

This mortgage was recorded in the office of the County Clerk of the County of ... on the 24th day of August 1907. The mortgage was recorded in the office of the County Clerk of the County of ... on the 24th day of August 1907. The mortgage was recorded in the office of the County Clerk of the County of ... on the 24th day of August 1907.