

MORTGAGE OF REAL PROPERTY.

COMPARED

355

P. D. 27
P. L.
C. L.
C. D.
C. I.

THIS INDENTURE, Made this 29th day of August A. D. 1907, between F. J. Mitchell of Zuba, Texas, and Zuba and Gammie S. Mitchell his wife, and W. S. Hall of The City of Zuba, Ind. witnesseth, that

WHEREAS, the said F. J. Mitchell is justly indebted to the said W. S. Hall in the sum of Seven Hundred DOLLARS. (\$ 700.00) which is

evidence by one certain promissory note of even date herewith, to-wit:
One note due August 29th 1907 for \$ 700.00 and eight per cent interest
from date before Jan 1st 1908 and one note due 190 for \$ 190

NOW, THEREFORE, the said F. J. Mitchell and Gammie S. Mitchell 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 W. S. Hall

his heirs and assigns forever, the following described real estate, to-wit: Lot One (1) of Block One hundred & twenty five (125) of The City of Zuba - Western district Indian Territory, according to the recorded plat thereof.
This mortgage is given for a balance of their unpaid purchase money of the above described Real Estate and is subject to a mortgage given by said Mitchell & wife to the City National Bank of the City of Zuba of this 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 W. S. Hall 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 F. J. Mitchell of the first part, covenant and agree with the said W. S. Hall 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 W. S. Hall of the second part, his heirs and assigns in one or more insurance companies satisfactory to the said W. S. Hall 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 W. S. Hall of the second part may immediately perform and discharge the same, and all accounts so expended by the said W. S. Hall of the second part, his 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: at maturity of said note

And for the consideration aforesaid, and for divers other good and valuable considerations, I, Gammie S. Mitchell wife of said F. J. Mitchell do hereby release and quit claims unto the said W. S. Hall 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 Mitchell his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said W. S. Hall 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, W. S. Hall have hereunto set our hand 2 on this the day and year first above written.
F. J. Mitchell (L. S.)
Gammie S. Mitchell (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, as procurator F. J. Mitchell 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 Gammie S. Mitchell wife of said F. J. Mitchell 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 29th day of August 1907.
(SEAL) West. Dist. I. T. Subot D. Meier Notary Public.
My commission expires April 5th 1908

Filed for record Aug 30 1907, at 1:40 o'clock P. M.
W. S. Hall Deputy U. S. Clerk & ex-officio