

MORTGAGE OF REAL PROPERTY.

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THIS INDENTURE, Made this 4th day of Sept, A. D., 1907, between Wade S. Stanfield of Wanda, ID and Mary L. Stanfield his wife, and J. B. Quigley of Wanda, ID witnesseth that

WHEREAS, the said Wade S. Stanfield is justly indebted to the said J. B. Quigley in the sum of Twenty Three Hundred DOLLARS. (\$2300.00) which is evidence in by one certain promissory note of even date herewith, to-wit:

One note due Sept 4, 1908 for \$2300.00, one note due 190 for \$190
One note due 190 for \$190 and one note due 190 for \$190

NOW, THEREFORE, the said Wade S. Stanfield and Mary L. Stanfield 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

J. B. Quigley, his heirs and assigns forever, the following described real estate, to-wit:
Beginning at a point where the West line of Elwood Ave intersects the
South line of North Sixth St. in the town of Lucea, I. T. and extending
southwesterly, conforming to the survey of the town of Lucea, one hun-
and and forty feet thence northwesterly parallel to the town of Lucea
fifty (50) feet thence northeasterly parallel with South Tenth
one hundred and forty feet to West line of Elwood Ave thence
to place of beginning

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 J. B. Quigley 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 Wade S. Stanfield of the first part, covenant and agree with the said J. B. Quigley 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 J. B. Quigley of the second part, his heirs and assigns in one or more insurance companies satisfactory to the said J. B. Quigley of the second part, against fire, lightning or tornadoes. Should the Wade S. Stanfield of the first part make default in the performance of any of these stipulations, the said J. B. Quigley of the second part may immediately perform and discharge the same, and all accounts so expended by the said J. B. Quigley 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, Mary L. Stanfield wife of said Wade S. Stanfield do hereby release and quit-claim unto the said J. B. Quigley 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 Wade S. Stanfield his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. B. Quigley 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.

Wade S. Stanfield (I. S.)
Mary L. Stanfield (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 Wade S. Stanfield 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 Mary L. Stanfield wife of said Wade S. Stanfield 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 on this 4th day of Sept, 1907
[SEAL] Walter Dick J. B. Chas. A. West Notary Public
My commission expires Sept. 9th, 1908

Filed for record Sept 10, 1907, at 9:00 o'clock A. M. Chas. Carter
Dep. Clerk & Ex. Officer's Rec.