

## MORTGAGE OF REAL PROPERTY.

RECORDED  
INDEXED  
CITY OF LANSING

THIS INDENTURE, Made this 11<sup>th</sup> day of September, A. D., 1907, between Henry S. Davis and Mary Davis, his wife, and Geo. Wallace, witnesseth, that

WHEREAS, the said Henry S. Davis is justly indebted to the said

Geo. Wallace in the sum of Two Hundred fifty DOLLARS, (\$250.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due Sept. 11<sup>th</sup>, 1908, for \$250.00; one note due

One note due 190 for \$100, and one note due 190 for \$50.

NOW, THEREFORE, the said Henry S. Davis and Mary Davis 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

heirs and assigns forever, the following described real estate, to-wit:

All of lots seventeen (17) Eighteen (18) nineteen (19) and Twenty (20) in Block eight (8) in Bennetts Addition to the city of Lansing, I.T. as shown by the revised Plat thereof.

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 Geo. Wallace his heirs and assigns and unto their own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said parties of the first part, covenant and agree with the said parties 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 parties of the second part their heirs and assigns in one or more insurance companies satisfactory to the said parties of the second part, against fire, lightning or tornadoes. Should the parties of the first part make default in the performance of any of these stipulations, the said parties of the second part may immediately perform and discharge the same, and all accounts so expended by the said parties 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 diverse other good and valuable considerations, I Mary Davis wife of said Henry S. Davis do hereby release and quit-claims unto the said Geo. Wallace, his heirs and assigns, all my right, claim, or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Henry S. Davis heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Geo. Wallace, 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 at on this the day and year first above written.

H. S. Davis (L. S.)

Mary Davis (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 Western 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 Mary Davis wife of said Henry S. Davis 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 and 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 11<sup>th</sup> day of Sept., 1907.

(SEAL) Western Dist. I.T. J. B. Woodbury Notary Public.

My commission expires Sept 21<sup>st</sup>, 1908.

Filed for record Sept 11, 1907, at 11:20 o'clock a. m.

Otis Lorton,  
Dep. Clerk & Ex-Officio Rec.