

## MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 23<sup>rd</sup> day of July, A. D., 1907, between J. Truman Nixon of Tulsa, Ind. Ter. and Florence B. Nixon his wife, and Maurice A. Devina of Tulsa, Ind. Ter., witnesseth, that

WHEREAS, the said J. Truman Nixon and Florence B. Nixon are justly indebted to the said Maurice A. Devina in the sum of Two Thousand DOLLARS (\$ 2000 ) which is evidence of by one certain promissory note of even date herewith, to-wit:

One note due on or before July 25<sup>th</sup>, 1908, for \$ 2000; one note due 190 for \$ 1 and one note due 190 for \$ 1

NOW, THEREFORE, the said J. Truman Nixon and Florence B. Nixon 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 Maurice A. Devina, his heirs and assigns forever, the following described real estate, to-wit:

Lots numbered seven (7) and eight (8) in Block Five (5) in the Town of North Tulsa, Cherokee Nation, Indian Territory, according to the recorded survey and 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 Maurice A. Devina, 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 J. Truman Nixon of the first part, covenant and agree with the said Maurice A. Devina 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 Maurice A. Devina of the second part. Should the said Maurice A. Devina of the first part make default in the performance of any of these stipulations, the said Maurice A. Devina of the second part may immediately perform and discharge the same, and all accounts so expended by the said Maurice A. Devina 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 Florence B. Nixon wife of said J. Truman Nixon do hereby release and quit-claim unto the said Maurice A. Devina 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 J. Truman Nixon or Florence B. Nixon their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Maurice A. Devina 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.

State of West Virginia,  
County of Wetzel

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 County of Wetzel, State of West Virginia, District of Indian Territory aforesaid, duly commissioned and acting Florence B. Nixon 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 Florence B. Nixon wife of said J. Truman Nixon 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 7<sup>th</sup> day of Sept., 1907.

(SEAL) Wetzel Co. W. Va.  
My commission expires at end of good behavior

Amos J. Laffie  
Notary Public.

Filed for rec. rd. Sept 12, 1907, at 2<sup>30</sup> o'clock P. M.

Otis Corton  
Deputy U. S. Clerk & ex-officio Rec.

This instrument was recorded in the office of the Notary Public for the Western District of Indian Territory, on the 12th day of September, 1907, at 2:30 P. M. and the same was duly indexed and filed in the office of the Notary Public for the Western District of Indian Territory, on the 12th day of September, 1907, at 2:30 P. M. and the same was duly indexed and filed in the office of the Notary Public for the Western District of Indian Territory, on the 12th day of September, 1907, at 2:30 P. M.