

MORTGAGE OF REAL PROPERTY.

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THIS INDENTURE, Made this 10 day of September A. D., 1907, between Ellas Cummings of Leavenworth, I. T. and Fred Cummings his husband, Farmers National Bank of Leavenworth, I. T. witnesseth, that

WHEREAS, the said Ellas & Fred Cummings are justly indebted to the said Farmers National Bank in the sum of Thirteen hundred DOLLARS, (\$1300.00) which is evidence by their certain promissory note of even date herewith, to-wit:

One note dated 9/10/10, 1907 for \$ 1300.00 one note due March 10, 1907, for \$
One note due , 190 for \$, and one note due , 190 for \$

NOW, THEREFORE, the said Ellas Cummings and Fred Cummings his husband, do hereby grant, bargain, sell and convey unto the said Farmers National Bank, heirs and assigns forever, the following described real estate, to-wit:

All of Lots One & two (2) having a frontage of 92 feet on east 7th street by 102.6 feet at rear of said lots in Block 168 one hundred & fifty eight Leavenworth, I. T., with all of the improvements thereon as follows: Two frame residences, one a frame cottage and other a two room tenement house, also a pressed stone store building two stories high costing about \$3000.00 also a sheet iron garment factory and a frame broom factory building and all machinery in the said factories

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 Farmers National Bank heirs and assigns and unto its 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 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, 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, Fred Cummings husband of said Ellas Cummings do hereby release and quit-claim unto the said Farmers National Bank heirs and assigns, all my right, claim or possibility of loss in and out of the aforesaid premises

CONDITIONED, However, that if the said Ellas Cummings & Fred Cummings their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Farmers National Bank, 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.

Ellas Cummings (L. S.)
Fred Cummings (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 Ellas Cummings 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 Fred Cummings husband of said Ellas Cummings 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 loss 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 officer on this 24 day of September, 1907
(SEAL) Leavenworth, I. T. P. D. Marr Notary Public.
My commission expires June 18, 19010

Filed for record Sept 25, 1907, at 4 o'clock P. M. Otis Lorenson, Deputy Clerk & Ex-Officio Sec.

For value received, I hereby acknowledge the execution and contents of this mortgage, and same is hereby released.

Ellas Cummings Fred Cummings