

P.D.M.
C.I.

67670
MORTGAGE OF REAL PROPERTY.

387

THIS INDENTURE, Made this 18th day of September A. D., 1907, between R. J. Kirksey of Owassa Indian Territory, and Cora Kirksey, his wife, and L. W. Smith of Owassa Indian Territory, witnesseth, that

WHEREAS, the said R. J. Kirksey is justly indebted to the said L. W. Smith in the sum of One Hundred Forty & 00/100 DOLLARS, (\$ 140.00) which is evidence by a certain promissory note of even date herewith, to-wit:

One note due December 18th 1907, for \$ 140.00; one note due 190 for \$ 190; and one note due 190 for \$ 190.

NOW, THEREFORE, the said R. J. Kirksey and Cora Kirksey 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 L. W. Smith his heirs and assigns forever, the following described real estate, to-wit:

Lot numbered one (1) in Block numbered thirty four (34) in the incorporated town of Owassa Indian Territory according to the recorded 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 L. W. Smith heirs and assigns and unto his heirs own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said party of the first part, covenant and agree with the said party 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 party of the second part; heirs and assigns in one or more insurance companies satisfactory to the said party 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 party of the second part may immediately perform and discharge the same, and all accounts so expended by the said party 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, Cora Kirksey wife of said R. J. Kirksey do hereby release and quit-claims unto the said L. W. Smith heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said R. J. Kirksey heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said L. W. Smith 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 hands on this the day and year first above written.

R. J. Kirksey (I. S.)
Cora Kirksey (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, came R. J. Kirksey 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 Cora Kirksey wife of said R. J. Kirksey 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 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 18th day of September 1907.
[SEAL] Western Dist 25 14 P. Mearns Notary Public.

My commission expires July 25th 1916.

Filed for rec rd Oct 7 1907 at 6 o'clock P. M. Otis Lorton
Dep. Clk & Ex-officio
Recorder