

## MORTGAGE OF REAL PROPERTY.

**THIS INDENTURE**, Made this 23rd day of August A. D. 1906, between George W. Adams of Indian, D. T. and Minnie E. Adams, his wife, and W. Baker Grimes of Decatur, Ohio, witnesseth, that

WHEREAS, the said George W. Adams is justly indebted to the said W. Baker Grimes in the sum of Five Hundred DOLLARS, (\$ 500.00), which is evidence in by one certain promissory note of even date herewith, to-wit:

One note due Nov. 23rd 1906, for \$ 500.00 interest 8% per annum

One note due Nov. 23rd 1906, for \$ 500.00 interest 8% per annum

NOW, THEREFORE, the said George W. Adams and Minnie E. Adams 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 W. Baker Grimes his heirs and assigns forever, the following described real estate, to-wit:

The N 1/2 of SW 1/4 of Sec 13, and the N 1/2 of SW 1/4 of Sec 24, Township 20, Range 12 East containing 80 acres according to the U. S. Government Survey and being in the Cherokee National Forest,

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 W. Baker Grimes

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

George W. Adams (L. S.)

Minnie E. Adams (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 George W. Adams 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 Minnie E. Adams wife of said George W. Adams 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 home 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 23rd day of August 1906.

(SEAL) Western District, Indian Territory

My commission expires June 29th 1909.

Chas. H. Haly Notary Public.

Filed for record Aug 24 1906 at 10 o'clock A. M.

Chas. Linton  
County Clerk and Ex-officio Recorder.