

MORTGAGE OF REAL PROPERTY.

P.D.
F.I.
C.L.
C.D.
C.I.

THIS INDENTURE, Made this 9th day of August A. D. 1906, between H. A. Earns of Indian, I.T. and Myrtle A. Earns his wife, and Geo. Wallach of _____, witnesseth, that

WHEREAS, the said H. A. Earns is justly indebted to the said Geo. Wallach in the sum of Three hundred Seventy two 57 DOLLARS. (\$ 372.50) which is evidence by certain promissory note of even date herewith, to-wit:

One note due Feb 1st 1907 for \$ 372.50; one note due _____ 190 for \$ _____
One note due _____ 190 for \$ _____ and one note due _____ 190 for \$ _____

NOW, THEREFORE, the said H. A. Earns and Myrtle A. Earns 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 Geo. Wallach his heirs and assigns forever, the following described real estate, to-wit:

All of the North half of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section Twelve Township Nineteen Range Twelve (N² R² E² S² Sec 12 T¹⁹ R¹²) also five portable houses now on above lots.

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. Wallach his heirs and assigns 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 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. Geo. Wallach 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, fees 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, Myrtle A. Earns wife of said H. A. Earns do hereby release and quit-claim unto the said Geo. Wallach his heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said H. A. Earns his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Geo. Wallach 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 3 on this the day and year first above written.

Witness J. B. Woodbury H. A. Earns (L. S.)
Myrtle A. Earns (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 H. A. Earns 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 Myrtle A. Earns wife of said H. A. Earns 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 9th day of August 1906.
(SEAL) Western District, Indian Territory J. B. Woodbury Notary Public.
My commission expires Sept 9/1906

Filed for record Sept 5 1906 at 7:15 o'clock P. m.
Oliver Lorton
Register, Clerk & Ex-officio Recorder