

# MORTGAGE OF REAL PROPERTY.

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F. C. C. I.

**THIS INDENTURE**, Made this 11 day of August, A. D. 1906, between James H. Stevens of Shiatook a single man his wife, and

WHEREAS, the said James H. Stevens is justly indebted to the said J. W. Ogden, of Osage Nation Oklahoma, Ter. in the sum of Two hundred eighty five and no/100 DOLLARS. (\$ 285.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due August 11, 1907, for \$ 285.00, one note due 190, for \$ 190

One note due 190, for \$ 190 and one note due 190, for \$ 190

NOW, THEREFORE, the said James H. Stevens in full, 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 J. W. Ogden his heirs and assigns forever, the following described real estate, to-wit:

lots twenty-two (22) twenty-three (23) and (24) within the original town plat of Shiatook (formerly in the Northern District) but now, within the Western District and the 25th recording district Indian Territory.

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 J. W. Ogden heirs and assigns and unto himself his 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, his heirs and assigns in one or more insurance companies satisfactory to the said party of the second part, against fire, lightning and 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 amounts so expended by the said party of the second part, heirs or assigns, in paying said taxes, insurance premiums, loans 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, James H. Stevens do hereby release and quit-claim unto the said J. W. Ogden heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises

CONDITIONED, However, that if the said James H. Stevens heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. W. Ogden heirs, 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, I, James H. Stevens have hereunto set my hand, on this the day and year first above written.

James H. Stevens (L. S.)

(L. S.)

UNITED STATES OF AMERICA,  
WESTERN DISTRICT  
OF INDIAN TERRITORY

**BE IT REMEMBERED:** That on this day came before me, the undersigned, Alfay and Lee Justices of the Peace for Shiatook within and for the Western District of Indian Territory aforesaid, duly commissioned and acting James H. Stevens 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 Alfay and Lee Justices of the Peace, the said James H. Stevens wife of said James H. Stevens 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 officer on this 11 day of August, 1906

(SEAL) The undersigned town plat of Shiatook, Ind. Ter. W. B. Townsend Notary Public

My commission expires 1907 Mayor and Lee Justices of the Peace Shiatook, I.T.

Filed for record Sept 13, 1906 at 8 o'clock A. M.

Oliver Linton  
Deputy Clerk and Ex-officio Recorder