

# MORTGAGE OF REAL PROPERTY.

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

THIS INDENTURE, Made this 22<sup>nd</sup> day of November A. D. 1906, between Wm Lynch of Indian Land, Tex and Fannie B. Lynch his wife, and S. W. Ferguson of Worcester, N. Y. witnesseth, that

WHEREAS, the said Wm Lynch and Fannie B. Lynch are justly indebted to the said S. W. Ferguson

in the sum of Four Hundred DOLLARS (\$400.00) which is evidence by Seven certain promissory notes of even date herewith, to-wit:

One note due Nov 22<sup>nd</sup> 1901, for \$ 400.00; one note due \_\_\_\_\_ 190, for \$ \_\_\_\_\_

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

Six Interest Notes of \$16.00 each, payable Semi-Annually Wm Lynch and NOW, THEREFORE, the said Fannie B. Lynch 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 S. W. Ferguson his heirs and assigns forever, the following described real estate, to-wit:

The Southwest Quarter of the South West Quarter of Section Twenty Six (26) Township Twenty (20) North, Range Thirteen (13) East, in the Cherokee Nation Indian Western Judicial District.

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 S. W. Ferguson his heirs and assigns unto his 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 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 or tornadoes. Should the parties 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, Fannie B. Lynch wife of said Wm Lynch do hereby release and quit-claim unto the said S. W. Ferguson 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 Wm Lynch and Fannie B. Lynch, their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said S. W. Ferguson 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 & on this the day and year first above written.

Wm Lynch (L. S.)

Fannie B. Lynch (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 Wm Lynch 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 Fannie B. Lynch wife of said Wm Lynch 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 22<sup>nd</sup> day of November 1906

[SEAL] Western District of Indian Land, Tex Robert E. Lynch Notary Public.

My commission expires 1/2 190.

Filed for rec'd Nov 22 1906, at 22 o'clock P. M.

Otis Lorton  
Deputy Clerk and B. Office Recorder