

MORTGAGE OF REAL PROPERTY.

59

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

THIS INDENTURE, Made this 11th day of September, A. D. 1906, between Daniel J. Stuteman of Indian Territory, and Francis E. Stuteman his wife, and H. M. Stuteman witnesseth, that

WHEREAS, the said Daniel J. Stuteman and Francis E. Stuteman is justly indebted to the said H. M. Stuteman

in the sum of Two hundred and twenty-five DOLLARS (\$ 225.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due Sept 1st, 1907, for \$ 225.00, one note due 190 for \$ 190
One note due 190 for \$ 190, and one note due 190 for \$ 190

NOW, THEREFORE, the said Daniel J. Stuteman and Francis E. Stuteman 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 H. M. Stuteman his heirs and assigns forever, the following described real estate, to-wit:

The North half (N 1/2) of the North East quarter (N E 1/4) of the South East quarter (S E 1/4) of the South West quarter (S W 1/4) of Section Twelve (12) in Township Nineteen (19) North of Range Twelve (12) East in the Creek nation Indian Territory (containing Five (5) Acres less 30 feet off of the West End the same being reserved and free for)

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 H. M. Stuteman 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 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 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, 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, Francis E. Stuteman wife of said Daniel J. Stuteman do hereby release and quit-claim unto the said H. M. Stuteman 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 Daniel J. Stuteman and Francis E. Stuteman their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said H. M. Stuteman 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, S on this the day and year first above written.

Daniel J. Stuteman (I. S.)
Francis E. Stuteman (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 Daniel J. Stuteman 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 Francis E. Stuteman wife of said Daniel J. Stuteman 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 on this 11th day of September, 1906
[SEAL] Western District, Indian Territory Robert E. Lynch Notary Public.
My commission expires 2/2/1910

Filed for record Sept 12, 1906, at 2:40 o'clock P. M.

Otis Lorton
Agent of John and Company, Receiver