

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 10th day of July A. D. 1906, between J. M. Hall and Jennie S. Hall, his wife and J. M. Gillette (single) witnesses, that Alvin T. Hodges neither of them of Tulsa, Ind. Ter.

WHEREAS, the said J. M. Hall and J. M. Gillette are justly indebted to the said Mary J. Hodges or Alvin T. Hodges, or either of them in the sum of Ten Thousand DOLLARS (\$10,000⁰⁰), which is evidence by from certain promissory note 3 of even date herewith, to-wit:

One note due November 10, 1906 for \$2,000⁰⁰; one note due April 10, 1907 for \$3,333⁰⁰

One note due July 10, 1907 for \$2,333³³ and one note due October 10, 1907 for \$2,333³³ with interest at 6% from date.

NOW, THEREFORE, the said J. M. Hall and Jennie S. Hall, his wife and J. M. Gillette, (single) 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 Mary J. Hodges or Alvin T. Hodges neither of them their heirs and assigns forever, the following described real estate, to-wit:

The least one-half (1/2) of South West Quarter (S.W.) and the South West Quarter of South West Quarter (S.W.) of Section Five (5) Township Nineteen (19) North, Range Thirteen (13) East

(Said Mary J. Hodges and Alvin T. Hodges, or either of them agree to release any tract of ten acres at any time upon payment of ten per cent more than the face value for value of this mortgage belonging to said tract.)

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 Mary J. Hodges or Alvin T. Hodges or either of them their heirs and assigns and 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 parties 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 parties of the second part their heirs and assigns in one or more insurance companies satisfactory to the said parties 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 parties of the second part may immediately perform and discharge the same, and all accounts so expended by the said parties 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, Jennie S. Hall wife of said J. M. Hall do hereby release and quit claim unto the said Mary J. Hodges or Alvin T. Hodges or either of them their heirs and assigns, all my right, claim, or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said J. M. Hall and J. M. Gillette their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Alvin T. Hodges or Mary J. Hodges or either of them their executors, administrators, or assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said note 3 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.

J. M. Hall (J. S.)

Jennie S. Hall (J. S.)

J. M. Gillette (J. 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, J. M. Hall and J. M. Gillette to me known as the mortgagor 3 in the foregoing instrument, and stated that they 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 Jennie S. Hall wife of said J. M. Hall 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 3 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 10th day of July, 1906.

[SEAL] Western Dist. Ind. Ter.

My commission expires June 29, 1908.

Reuben B. Magee Notary Public.

Filed for record July 11, 1906 at 2 o'clock P. M.

Oliver Lorton
Deputy Clerk and Ex-officio Recorder.