

1879

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 2nd day of November A. D., 1906, between J. R. Lewis and W. O. Dickinson

Julesa, Ind. Ig and Stella M. Dickinson his wife, and Sarah C. Musick

Musick of Ind. Ig witnesseth, that

WHEREAS, the said J. R. Lewis and W. O. Dickinson is justly indebted to the said

Sarah C. Musick

in the sum of Twelve Hundred DOLLARS (\$1200.00) which is

evidenced by one certain promissory note of even date herewith, to-wit:

One note due Nov 9, 1906, for \$1200.00; one note due ✓ 1906 for \$✓

One note due ✓ 1906 for \$✓ and one note due ✓ 1906 for \$✓

NOW, THEREFORE, the said J. R. Lewis and W. O. Dickinson and

Stella M. Dickinson

his wife, for the better securing the payment of the money aforesaid, with in-

terest thereon according to the tenor and effect of said note above mentioned, do hereby grant, bargain, sell and convey unto the said

Sarah C. Musick her heirs and assigns forever, the following described real estate, to-wit:

East one half of Northeast quarter and East one half of Southwest quarter of
North East quarter of section Twenty one (21) Township Twenty two (22) North
Range Thirteen (13) East

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 Sarah C. Musick

her heirs and assigns unto her 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; 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, 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, Stella M. Dickinson

wife of said W. O. Dickinson, do hereby release and quit-claim unto the said Sarah C. Musick

Musick her 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. R. Lewis and W. O. Dickinson their

heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Sarah C. Musick her 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 6 on this the day and year first above written.

J. R. Lewis (L. S.)

W. O. Dickinson (L. S.)

Stella M. Dickinson (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 J. R. Lewis and W. O. Dickinson to me known as the mortgagor, 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 Stella M. Dickinson wife of said

W. O. Dickinson 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 2nd day of November 1906

(SEAL) Western District, I. T.

Wm. Query Notary Public.

My commission expires Dec 15 1907

Filed for rec. rd. Nov 8 1906 at 8:45 clock Wm.