

MORTGAGE OF REAL PROPERTY.

P. D. 29
 F. L.
 O. I.
 C. D.
 C. I.

THIS INDENTURE, Made this 29th day of September A. D., 1906, between Edmund Valen
 of Julia, S. I. and Maggie Valen his wife, and Geo. Wallach
 of _____, witnesseth, that

WHEREAS, the said Edmund Valen & Wife are justly indebted to the said
Geo. Wallach
 in the sum of One hundred thirty two 50/100 DOLLARS (\$ 132.50) which is
 evidence by one certain promissory note of even date herewith, to-wit:

One note due Sept 29, 1907 for \$ 132.50; one note due _____ 1907 for \$ _____
 One note due _____ 1907 for \$ _____ and one note due _____ 1907 for \$ _____

NOW, THEREFORE, the said Edmund Valen and
Maggie Valen 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 Geo. Wallach

his heirs and assigns forever, the following described real estate, to-wit:
All of Lot One, Block Twenty-four, except about five feet starting at the Northeast corner running
Northwestly along the Cherokee line 152 ft, thence South along alley line 162 ft, thence East 140 ft to
Kansas St, thence North 52 1/2 ft to beginning, all of lot (7) seven, except what is occupied by the
M. K. T. R. R.

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 Geo. Wallach
his heirs and assigns unto them own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part of the first part, covenant and agree with the said part 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 part of the second part his
 heirs and assigns in one or more insurance companies satisfactory to the said part of the second part, against fire, lightning or tornadoes. Should the part of the first
 part make default in the performance of any of these stipulations, the said part of the second part may immediately perform and discharge the same, and all accounts
 so expended by the said part 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, Maggie Valen
 wife of said Edmund Valen, do hereby release and quit-claim unto the said Geo. Wallach

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 Edmund Valen & wife their
 heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Geo. Wallach 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 and seal on this the day and year first above written.
J. B. Woodbury Edmund Valen (L. S.)
H. R. Winter Maggie Valen (R. 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 Edmund Valen
 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 Maggie Valen wife of said
Edmund Valen 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 29th day of Sept, 1906.
 [SEAL] Western District, Indian Territory J. B. Woodbury Notary Public.
 My commission expires Sept 21, 1906.

Filed for record Sept 29, 1906, at 12:00 o'clock P. M.
Wm. Linton
Deputy Clerk and Registrar