

MORTGAGE OF REAL PROPERTY.

No. 1033.

67

F. D. 201
 C. L. 100
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THIS INDENTURE, Made this 3 day of October A. D., 1906, between John M. Smith
 of Indian, I. T. and Cecilia Smith, his wife, and G. L. Elmore
 of Broken Arrow, witnesseth, that

WHEREAS, the said John M. Smith is justly indebted to the said
G. L. Elmore
 in the sum of Twelve Hundred & Fifty DOLLARS, (\$1250.00) which is
 evidence by a certain promissory note of even date herewith, to-wit:

One note due on or before Jan. 1, 1906, for \$1250.00; one note due 190 for \$
 One note due 190 for \$ and one note due 190 for \$

NOW, THEREFORE, the said John M. Smith and
Cecilia Smith 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 G. L. Elmore
 heirs and assigns forever, the following described real estate, to-wit:

1/2 of the N.E. 1/4 and Lot Two (2) in Section Two Township Eighteen (18) 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 G. L. Elmore
 heirs and assigns and 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, Cecilia Smith
 wife of said John M. Smith, do hereby release and quit-claims unto the said G. L. Elmore
 heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said John M. Smith his
 heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said G. L. Elmore
 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

John M. Smith (L. S.)
Cecilia Smith (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 John M. Smith
 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 Cecilia Smith wife of said
John M. Smith 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 3 day of October 1906
 (SEAL) W. A. Smith L. D. Mann Notary Public.
 My commission expires June 18, 1910.

Filed for record Oct 3, 1906 at 2.30 o'clock P. M.

Wm. Linton
Deputy Clerk and Ex-officio Recorder