

No 1470

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this _____ day of _____ A. D., 190____, between _____ of _____ and _____, his wife, and _____ of _____, witnesseth, that

WHEREAS, the said _____ is justly indebted to the said _____ in the sum of _____ DOLLARS. (\$_____) which is evidence by _____ certain promissory note _____ of even date herewith, to-wit:

One note due _____, 190____, for \$____; one note due _____, 190____, for \$____
One note due _____, 190____, for \$____, and one note due _____, 190____, for \$____.

NOW, THEREFORE, the said _____ and _____ 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 _____ heirs and assigns forever, the following described real estate, to-wit:

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 _____

heirs and assigns unto _____ 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 _____ 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 _____ wife of said _____ do hereby release and quit-claims unto the said _____ heirs and assigns, all my right, claim, or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said _____ heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said _____ 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, _____ have hereunto set _____ hand _____ on this the day and year first above written.

(L. S.)

(L. S.)

UNITED STATES OF AMERICA,
WESTERN DISTRICT,
INDIAN TERRITORY

BE IT REMEMBERED: That on this day came before me, the undersigned, a _____ within and for the _____ District of Indian Territory aforesaid, duly commissioned and acting _____ 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 _____ wife of said _____ 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 _____ on this _____ day of _____, 190____.

(SEAL)

Notary Public.

My commission expires _____ 190____.

Filed for record _____ 191____, at _____ o'clock _____ m.