

MORTGAGE OF REAL PROPERTY.

P.D. 717
P.L. 207
C.L.
C.D.
C.V.

THIS INDENTURE, Made this 11th day of July A.D. 1906, between George W. Adams of Delaware, D.D. and Minnie E. Adams his wife, and Nora Burgess of Delaware, D.D., witnesseth, that

WHEREAS, the said George W. Adams is justly indebted to the said

Nora Burgess the sum of Fifteen Hundred Thirty DOLLARS, (\$1530.00) which is evidence by two certain promissory notes of even date herewith, to-wit:

One note due Oct. 11 1906, for \$500.00; one note due July 11 1907, for \$1030.00

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

NOW, THEREFORE, the said Geo. W. Adams and

Minnie E. Adams 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 Nora Burgess her heirs and assigns forever, the following described real estate, to-wit:

East Half of the South East quarter of Section 5, Township 19, North, Range 13, East, Creek
Nation, Indian Territory.

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 Nora Burgess her heirs and assigns and unto her own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said party 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, her heirs and assigns in one or more insurance companies satisfactory to the said party of the second part, against fire, lightning and 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 amounts 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, Minnie E. Adams wife of said Geo. W. Adams do hereby release and quit-claim unto the said Nora Burgess her heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said Geo. W. Adams his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Nora Burgess 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 and seal on this the day and year first above written.

George W. Adams (L.S.)

Minnie E. Adams (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 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 Minnie E. Adams wife of said George W. Adams 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 interest 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 11th day of June 1906

(SEAL) Western District Indian Territory

Chas. Haley Notary Public

My commission expires June 27 1907

Filed for record July 12 1906 at 11:30 o'clock A.M.

Alvin Linton
Deputy Clerk and Ex-officio Recorder