

COMPARED

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# MORTGAGE OF REAL PROPERTY.

P.D. 733  
F.L.  
C.L.  
C.D.  
C.I.

THIS INDENTURE, Made this twelfth day of October A. D., 1906, between Flowers Nelson and Birdie Nelson his wife, and R. S. Waddell and Olav Waddell his wife, and The Cragie Lumber Company, a corporation of Kansas, witnesseth, that

WHEREAS, the said Flowers Nelson and Birdie Nelson his wife and R. S. Waddell and Olav Waddell, his wife is justly indebted to the said The Cragie Lumber Company in the sum of Eight Hundred forty five and 15/100 DOLLARS (\$845.15/100) which is evidence by certain promissory note of Oct. 12, 1906 date herewith, to-wit:

One note due Oct. 12, 1907, for \$845.15/100, and bearing interest at the rate of 8% per annum  
On Oct. 12, 1907, for \$845.15/100, and bearing interest at the rate of 8% per annum

NOW, THEREFORE, the said Flowers Nelson and Birdie Nelson his wife and R. S. Waddell and Olav Waddell 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 The Cragie Lumber Company, a corporation its successors, assigns and assigns forever, the following described real estate, to-wit:

The south 10 feet of Lot 2, the south 10 feet of Lot 3, the north 10 feet of Lot 2 and the north 10 feet of Lot 4, all in Block 59, in the town of Lawrence, in the county of Lawrence, in the State of Kansas, and allowing for the variation of the lot and block lines from the true meridian and more particularly described as beginning at a point on the west line of North Boston Avenue 10 feet north of the south east corner of Lot 2 in said Block 59, thence westerly a line parallel with and 10 feet north of the south line of said lot 2 a distance of 140 feet to the alley, thence southerly along the eastern line of said alley a distance of 50 feet, thence easterly parallel with and 10 feet southerly from the northerly line of Lot 4 of said Block 59, a distance of 140 feet to the line of said North Boston Avenue, thence northerly along the westerly line of said North Boston Avenue 50 feet to the point of beginning, and all improvements thereon,

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 The Cragie Lumber Company, a corporation, its successors or assigns and unto its 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 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, 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, Flowers Nelson wife of said Flowers Nelson and Birdie Nelson wife of said R. S. Waddell do hereby release and quit-claim unto the said The Cragie Lumber Company, its successors or assigns all right, claim or possibility of dower in and out of the aforesaid premises

CONDITIONED, However, that if the said Flowers Nelson and Birdie Nelson his wife and R. S. Waddell and Olav Waddell his wife, their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said The Cragie Lumber Company, its successors 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.

Olav Waddell (L.S.) Flowers Nelson (L.S.)  
Birdie Nelson (L.S.) R. S. Waddell (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 Flowers Nelson and R. S. Waddell to me known as the mortgagors 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 Birdie Nelson wife of said Flowers Nelson and Olav Waddell wife of said R. S. Waddell 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 20th day of October 1906.  
[SEAL] Western District, Indian Territory Gable Mitchell Notary Public.  
My commission expires 2/2/07

Filed for record Nov. 8, 1906, at 5:25 o'clock P. m.

Oles Lorton  
Deputy Clerk and Ex-Officio Recorder