

# 4039 Oklahoma Real Estate Mortgage.

KNOW ALL MEN BY THESE PRESENTS: That we, C. F. Yeager & wife Kate Yeager

after referred to as party of the first part, in consideration of the sum of One Thousand (\$1000.00) DOLLARS in hand paid by H. K. Starr hereinafter referred to as party of the second part the receipt whereof is hereby acknowledged, first party has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto the said H. K. Starr his successors and assigns, the following described premises situated in Tulsa

County, Oklahoma, to-wit:

Lot five (5) and six (6) in Block three (3) of the Fred Yeager Addition to Culebra Creek Nation Indian Territory

TO HAVE AND TO HOLD, the premises above described, with the appurtenances thereunto belonging, to the said H. K. Starr his successors and assigns forever. And the said party of the first part covenants with the said party of the second part that they are lawfully seized in fee of said premises, that they are free from all incumbrances, that they have good right to sell and convey the same, and that they will and their heirs, executors, administrators and assigns, shall forever warrant and defend the title to said real estate against all lawful claims and demands whatever.

And said Kate Yeager wife of said C. F. Yeager herin effecting abn... for and in consideration of said sum of money, does hereby release and quit claim, transfer and relinquish unto said party of the second part, its successors and assigns, all her right, claim and possibility of dower and homestead in or to said real estate forever.

The following conveyance is on condition that whereas said party of the first part is justly indebted to said party of the second part in the sum of One Thousand (\$1000.00) Dollars for money loaned to the party of the first part by the party of the second part, evidenced by their principal note and four interest coupons of even date herewith, with interest thereon from maturity at the rate of eight per cent per annum; all of said notes payable at the offices of C. D. Coggeshall & Co., in Tulsa, Oklahoma and described as follows: One principal note of \$ 1000.00 due April 21, 1929; one interest coupon

of \$ <u>400.00</u> due <u>10-20-07</u> ; one interest coupon	of \$ <u>40.00</u> due <u>4-20-08</u> ; one interest coupon
of \$ <u>40.00</u> due <u>12-21-08</u> ; one interest coupon	of \$ <u>40.00</u> due <u>4-20-09</u> ; one interest coupon
of \$ ..... due .....; one interest coupon	of \$ ..... due .....; one interest coupon
of \$ ..... due .....; one interest coupon	of \$ ..... due .....; one interest coupon
of \$ ..... due .....; one interest coupon	of \$ ..... due .....; one interest coupon

Now, if said party of the first part shall pay or cause to be paid said notes and the interest thereon according to the tenor and effect thereof, and do and perform each and every covenant and agreement herein contained, then this instrument shall be null and void, otherwise to be a lien in full force and effect.

It is expressly stipulated and agreed that said party of the first part shall keep all taxes and assessments fully paid as required by law, and shall keep the buildings on said premises insured against loss or damage by fire and tornado in the sum of \$ 1000.00 with loss payable to said party of the second part as interest may appear. And in case of the failure or neglect of said party of the first part to do so, said party of the second part may pay such taxes and assessments and effect such insurance, and shall be entitled to interest on the same at the rate of eight per cent per annum, and this mortgage shall stand as security for the amount so paid with such interest.

The said first party agrees that if the makers of the note shall fail to pay any of said money, either principal or interest when the same becomes due and payable, or to conform with any of the foregoing covenants, the whole sum of money herein secured, may at the option of the holder of the note hereby secured and at his option only and without notice, be declared due and payable and may be foreclosed by the holder hereof as provided for by law, or the party of the second part or the legal holder hereof, or his assigns, agent or attorney, shall have the power to sell such property or any part thereof at public sale to the highest bidder for cash at Tulsa Oklahoma, public notice of the time and place and terms of sale having first been given for thirty days by advertising in some newspaper published in or of general circulation in said town or state, or by printed or written hand bills posted up in ten public places in the vicinity of said land, at which sale said party of the second part or its assignee, agent or attorney in fact, may bid and purchase as any third person might do. And said party of the first part hereby authorizes and empowers said party of the second part or its successors or assigns, to convey said property to any purchaser at said sale and the recitals of the deed of conveyance shall be taken as prima facie, true, and the proceeds of said sale shall be applied first to the payment of all costs and expenses attending said sale, second to the payment of said debt and interest, and the remainder, if any, shall be paid to said party of the first part.

Said first party for and in consideration of the money loaned as aforesaid, hereby waives and relinquishes all rights of redemption, appraisalment and homestead allowed by law.

IN TESTIMONY WHEREOF, Said party of the first part hereunto set their hand this 20th day of April 190...

Witness:  
C. D. Coggeshall

C. F. Yeager [SEAL]  
Kate Yeager [SEAL]  
[SEAL]  
[SEAL]

## ACKNOWLEDGMENT

UNITED STATES OF AMERICA, Indian Territory Western District SS.

On this 20th day of April 190..., before me C. D. Coggeshall a Notary Public within and for the above named Indian Territory Western District appeared in person C. F. Yeager to me personally well known as the person whose name appears upon the within and foregoing Mortgage Deed, as one of the parties grantor, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

And I further certify that on this day voluntarily appeared before me Kate Yeager wife to the said C. F. Yeager to me well known to be the person whose name appears upon the within and foregoing Mortgage Deed, in the absence of her said husband, declared that she had of her own free will signed the relinquishment of dower therein expressed, for the purpose therein contained and set forth, without compulsion or undue influence of her said husband.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, as such Notary Public in the above named Indian Territory Western District on the day and date as first above written.

[SEAL] C. D. Coggeshall Notary Public.  
My commission expires May 12, 1907

TO BE USED WHEN TITLE IS IN WIFE

UNITED STATES OF AMERICA, ..... SS.

On this ..... day of ..... 190..., before me ..... within and for the above named ..... appeared in person ..... to me personally well known as the person whose name appears upon the within and foregoing Mortgage Deed as one of the parties grantor, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

And I further certify that on this day voluntarily appeared before me ..... wife to said ..... to me well known to be the person whose name appears upon the within and foregoing Mortgage Deed, and in the absence of her said husband, declared that she had of her own free will executed the same, for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

IN TESTIMONY WHEREOF, I have hereunto set my hand as such ..... in the above named ..... on the day and date as first above written.

[SEAL] ..... Notary Public.  
My commission expires .....  
Filed for record Apr 25 1907 at 11:43 o'clock A.M.

Otis Horton  
Deputy Clerk and Ex-Officio Recorder.