

COMPARED

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MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 27th day of August A. D. 1907, between J. D. Lee & wife Katie G. Lee & H. J. Stoops a single man of Julesa, D. T. and Bank of Commerce of Julesa Ind. Ter., witnesses, that

WHEREAS, the said J. D. Lee & H. J. Stoops are justly indebted to the said Bank of Commerce Julesa D. T. in the sum of Eight Hundred Dollars, (\$ 1600⁰⁰), which is evidenced by a certain promissory note of even date herewith, to-wit:

One note due Oct-14, 1907, for \$ 1600⁰⁰; one note due , 190 , for \$, for \$, and one note due , 190 , for \$

NOW THEREFORE, the said J. D. Lee & Katie G. Lee his wife, and H. J. Stoops a single man, 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 Bank of Commerce their heirs and assigns forever, the following described real estate, to-wit:

All of the west 65 feet of lot 1 and the south 40 feet fronting on Denver ave. 74 65 feet deep of lot 5 all in block 69 in the town of Julesa Ind. Ter. together with all the 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 Bank of Commerce their heirs and assigns and unto their own own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part less of the first part, covenant and agree with the said part ies 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 4 of the second part, their heirs and assigns, in one or more insurance companies satisfactory to the said part 4 of the second part, against fire, lightning or tornadoes. Should the part 4 of the first part make default in the performance of any of these stipulations, the said part 4 of the second part may immediately perform and discharge the same, and all accounts so expended by the said part 4 of the second part, their 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, Katie G. Lee, wife of said J. D. Lee, do hereby release and quitclaim unto the said Bank of Commerce their heirs and assigns, all my right, claim, or possibility of dower in and out of the afore described premises.

CONDITIONED, However, that if the said J. D. Lee & H. J. Stoops their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Bank of Commerce their executors, administrators, or assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said note 5, then this instrument shall be void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, We have hereunto set our hand 5 on this the day and year first above written.

J. D. Lee Katie G. Lee (L. S.)
H. J. Stoops (L. S.)

UNITED STATES OF AMERICA. }
WESTERN DISTRICT } SS.
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 J. D. Lee & H. J. Stoops 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 Katie G. Lee wife of said J. D. Lee 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 28th day of August 1907

My commission expires August 20th 1908
[SEAL] Western District Ind. Ter. H. W. Randolph Notary Public.

Filed for Record August 28 1907 at 10³⁰ o'clock A. M.

Otis Lorton
Deputy Clerk & Ex-Officio Recorder.