

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 18th day of September A. D. 1907, between F. M. Beul and Marie Beul, his wife, and F. M. Rodolf, and Carlotta Rodolf, his wife all of Lima, I. T., his wife, and J. G. Mc Gannon, of Lima, I. T., witnesseth, that

WHEREAS, the said F. M. Rodolf, Carlotta Rodolf, F. M. Beul and Marie Beul are justly indebted to the said J. G. Mc Gannon in the sum of Three Thousand Dollars, (\$ 3,000.00), which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due March 18th, 1908, for \$ 3,000.00; one note due 190

One note due 190, for \$ 190, for \$ 190, and one note due 190

NOW THEREFORE, the said F. M. Beul and Marie Beul his wife, and F. M. Rodolf and Carlotta Rodolf, 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 J. G. Mc Gannon, heirs and assigns forever, the following described real estate, to-wit:

The West Seventy feet of the North Seventy five feet of Lot Numbered Eight in Block Numbered One Hundred and Eight in Lima, I. T. according to the Government plat thereof, allowing for the deviation of the Lonsite from the true meridian, said property being a rectangular piece of ground having a frontage of seventy feet on Second Street and seventy five feet on Detroit Avenue.

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 J. G. Mc Gannon heirs and assigns and unto his own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part y of the first part, covenant and agree with the said part y 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 y of the second part, his heirs and assigns, in one or more insurance companies satisfactory to the said part y of the second part, against fire, lightning or tornadoes. Should the part y of the first part make default in the performance of any of these stipulations, the said part y of the second part may immediately perform and discharge the same, and all accounts so expended by the said part y 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, Marie Beul wife of said F. M. Beul, and I, Carlotta Rodolf wife of said F. M. Rodolf, do hereby release and quit-claim unto the said J. G. Mc Gannon his 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 F. M. Beul, Marie Beul, F. M. Rodolf, Carlotta Rodolf, heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. G. Mc Gannon his 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 s on this the day and year first above written.

Carlotta Rodolf (L. S.) F. M. Beul (L. S.)
F. M. Rodolf (L. S.) Marie Beul (L. S.)

UNITED STATES OF AMERICA.
WESTERN DISTRICT
INDIAN TERRITORY, } SS.

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 F. M. Beul and F. M. Rodolf to me known as the mortgagor 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 Marie Beul, wife of said F. M. Beul and Carlotta Rodolf, wife of said F. M. Rodolf each 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 18 day of September 1907

My commission expires 190
[SEAL] Western Dist. I. T.

H. O. Buck
Notary Public.

Filed for Record Sept 24 1907 at 2:00 o'clock P. M.

Otto Linton
Deputy Clerk & Ex-Officio Recorder.