

7164  
MORTGAGE OF REAL PROPERTY

COMPARED

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THIS INDENTURE, Made this 26th day of October A. D. 1907, between O. U. Schlegel of Tulsa and Sophia Schlegel his wife, and John B. Meserve, Roy Brown & H. O. McClure, Commissioners of Tulsa, witnesseth, that

WHEREAS, the said O. U. Schlegel is justly indebted to the said J. B. Meserve, Roy Brown & H. O. McClure, Commissioners in the sum of Two Thousand two hundred thirty-three and 84/100 Dollars, (\$2233.84), which is evidenced by two certain promissory notes of even date herewith, to-wit:  
One note due April 26th, 1908, for \$ 1116.67; one note due October 26th, 1908  
~~One note due~~ 190, for \$ 1116.67, for \$      , and one note due       , for \$      

NOW THEREFORE, the said O. U. Schlegel, and Sophia Schlegel, 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. B. Meserve, Roy Brown & H. O. McClure, Commissioners to said land ~~heirs~~ and assigns forever, the following described real estate, to-wit:

The North-east Quarter (NE 1/4) of Section Twelve (12), Township Nineteen (19), Range Thirteen (13) East of the Indian Meridian

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. B. Meserve, Roy Brown & H. O. McClure, Commissioners ~~such Commissioners~~ as said Commissioners heirs and assigns and unto them as ~~their~~ own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part        of the first part, covenant and agree with the said part        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        of the second part,        heirs and assigns, in one or more insurance companies satisfactory to the said part        of the second part, against fire, lightning or tornadoes. Should the part        of the first part make default in the performance of any of these stipulations, the said part        of the second part may immediately perform and discharge the same, and all accounts so expended by the said part        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, Sophia Schlegel, wife of said O. U. Schlegel, do hereby release and quit-claim unto the said J. B. Meserve, Roy Brown & H. O. McClure, Commissioners ~~their~~ 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 O. U. Schlegel and Sophia Schlegel ~~their~~ their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. B. Meserve, Roy Brown & H. O. McClure, as said Commissioners ~~their~~ their 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        on this the day and year first above written.

O. U. Schlegel (L. S.)  
Sophia Schlegel (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 O. U. Schlegel 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 Sophia Schlegel wife of said O. U. Schlegel 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 29th day of October 1907

My commission expires May 14 1911  
[SEAL] Western Dist. I. T.

C. D. Coggeshall  
Notary Public.

Filed for Record Nov. 1, 1907 at 2:50 o'clock P. M.

Olis Lorton  
Deputy Clerk & Ex-Officio Recorder.