

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this fourth day of April, A. D. 1908, between Charles H. Rogers of Stratford, Okla. and Mary V. Rogers his wife, and _____ of _____, witnesseth, that

WHEREAS, the said Charles H. Rogers is justly indebted to the said Oklahoma Banking Co. in the sum of Three Hundred Six Dollars, (\$ 306.00), which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due April 4th, 1907, for \$ 306.00; one note due _____, 190____

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

NOW THEREFORE, the said Charles H. Rogers and Mary V. Rogers, 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 Oklahoma Banking Co. its heirs and assigns forever, the following described real estate, to-wit:

The north one half (N 1/2) of the South West one fourth (SW 1/4) of the NE 1/4 and the South west one fourth (SW 1/4) of the South East one fourth (SE 1/4) of the North East one fourth (NE 1/4) of Section Eleven (S 11) Township Twenty two (T. 22) Range Twelve East (R. 12 E) of 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 Oklahoma Banking Co. its heirs and assigns and unto its own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said party 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, its heirs and assigns, in one or more insurance companies satisfactory to the said party of the second part, against fire, lightning or tornadoes. Should the party 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, its 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, Mary V. Rogers, wife of said Charles H. Rogers, do hereby release and quitclaim unto the said Oklahoma Banking Co. its 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 Charles H. Rogers his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Oklahoma Banking Co. its 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.

Charles H. Rogers (L. S.)

Mary V. Rogers (L. S.)

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

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the Oklahoma State of Oklahoma District of Indian Territory aforesaid, duly commissioned and acting Chas. H. Rogers 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 Mary V. Rogers wife of said Charles H. Rogers 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 fourth day of April, 1908.

My commission expires 7/8 1911

[SEAL]

A. B. Gannon
Notary Public.

Filed for Record Apr. 6 1908 at 8 o'clock A. M.

H. C. Walker
Deputy Clerk & Ex. Office Recorder.

For value received, I acknowledge satisfaction and payment in full of this within mortgage, and same is hereby released.

Oklahoma Banking Co.

Signed and acknowledged before me, Apr. 6, 1908 Chas. H. Rogers