

## MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 4 day of June A. D. 1908, between  
L. F. Bengel of Pearson New Mexico and  
Verna B. Bengel his wife, and o  
 of o, witnesseth, that

WHEREAS, the said L. F. Bengel is justly indebted to the  
 said Samuel L. Cooper in the sum of  
one hundred six Dollars, (\$ 106.5), which is evidenced by one certain promissory note of  
 even date herewith, to-wit:  
 One note due Nov., 1908, for \$ 106.<sup>00</sup>; one note due o, 190o  
 One note due o, 190o, for \$ o, for \$ o, and one note due o  
 190o, for \$ o

NOW THEREFORE, the said L. F. Bengel, and  
Verna B. Bengel, 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 Samuel L. Cooper  
his heirs and assigns forever, the following described real estate, to-wit:

Lot twenty three (23) and twenty four (24) in Block seven  
(in the town of Skiatook Tulsa County Oklahoma  
according to the the recorded plat thereof)

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 Samuel L. Cooper  
 heirs and assigns unto his own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part of of the first part, covenant and agree with the said part of  
 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 of the second part, his heirs and assigns, in one or more insurance companies satisfactory to the said part of of the second part, against fire,  
 lightning or tornadoes. Should the part of of the first part make default in the performance of any of these stipulations, the said part of of the second  
 part may immediately perform and discharge the same, and all accounts so expended by the said part of 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 indebted-  
 ness 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, Verna B. Bengel  
 wife of said L. F. Bengel, do hereby release and quit-  
 claim unto the said Samuel L. Cooper 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 L. F. Bengel heirs, ex-  
 cutors, or administrators, shall well and truly pay or cause to be paid to the said Samuel L. Cooper his  
 executors, or assigns, the aforesaid sum o of money, with interest thereon, according to the tenor of said note o, 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.

L. F. Bengel (L. S.)  
Verna B. Bengel (L. S.)

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

BE IT REMEMBERED, That on this day came before me, the undersigned, a Probate Judge within and for the Pearson County  
N.M. District of Indian Territory aforesaid, duly commissioned and acting L. F. Bengel to me known as  
 the mortgagor o in the foregoing instrument, and stated that o he o 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 Verna B. Bengel  
 wife of said L. F. Bengel to me well known, and in the absence of her said husband de-  
 clared 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 officer on this 4 day of June 1908

My commission expires o 190o

(SEAL)

C. M. Condit  
Probate Judge Notary Public

Filed for Record Jun 30 1908 at 8 o'clock a M.

(Seal)

H. C. Walker, Rep. of Needs  
Deputy Clerk & Ex-Officio Recorder