

## MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 1st day of Dec A. D. 1900, between Eliza L. Geer of M<sup>c</sup>Lean Texas and C. A. Bitner his wife, and

of Shiatook, Okla, witnesseth, that

WHEREAS, the said Eliza L. Geer is justly indebted to the said C. A. Bitner in the sum of four hundred & no Dollars, (\$ 400.00), which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due 12/1, 1900, for \$ 400.00; one note due       , 1900  
One note due       , 1900, for \$       , for \$       , and one note due       , 1900, for \$       

NOW THEREFORE, the said Eliza L. Geer, and C. A. Bitner, 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 C. A. Bitner, heirs and assigns forever, the following described real estate, to-wit:

Lot (11) corner in Block (43) forty three in the town of Broken Arrow, Tulsa County Oklahoma

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 C. A. Bitner heirs and assigns and unto        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,       , wife of said       , do hereby release and quitclaim unto the said        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 Eliza L. Geer heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said C. A. Bitner 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, I        have hereunto set my hand on this the day and year first above written.

Eliza L. Geer (L. S.)  
C. A. Bitner (L. S.)

The State of Texas  
UNITED STATES OF AMERICA.  
WESTERN DISTRICT  
INDIAN TERRITORY  
County of        } SS.

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the County of        State of        District of        Territory aforesaid, duly commissioned and acting Eliza L. Geer to me known as the mortgagor in the foregoing instrument, and stated that she 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        wife of said        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 15th day of December 1900

My commission expires        1900

[SEAL]

Notary Public

Notary Public.

Filed for Record Dec 27 1900 at 8 o'clock A. M.

Seal  
Notary Public  
Deputy Clerk & Ex-Officio Recorder.