

MORTGAGE OF REAL PROPERTY

COMPARED

569

THIS INDENTURE, Made this 5th day of January A. D. 1901, between L. E. Schwenck of Skiatook, Okla. and Mrs. L. E. Schwenck his wife, and Chas. W. Holcomb of Skiatook, Okla. witnesseth, that

WHEREAS, the said L. E. Schwenck and Mrs. L. E. Schwenck are justly indebted to the said Chas. W. Holcomb in the sum of one thousand and no 1000.00 Dollars, (\$ 1000.00), which is evidenced by two certain promissory notes of even date herewith, to-wit:

One note due Jan 5, 1902, for \$ 500.00; one note due Jan 5, 1903, for \$ 500.00, and one note due Jan 5, 1903, for \$ 500.00

NOW THEREFORE, the said L. E. Schwenck and Mrs. L. E. Schwenck, 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 Chas. W. Holcomb, his heirs and assigns forever, the following described real estate, to-wit:

Lots 11 and 12 in block 14 in the town of Skiatook Okla.

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 Chas. W. Holcomb his heirs and assigns and unto his own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said L. E. Schwenck and Mrs. L. E. Schwenck 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, his 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, Mrs. L. E. Schwenck wife of said L. E. Schwenck, do hereby release and quit-claim unto the said Chas. W. Holcomb 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. E. Schwenck or Mrs. L. E. Schwenck heirs, ex-ecutors, or administrators, shall well and truly pay or cause to be paid to the said Chas. W. Holcomb or his heirs, 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.

Mrs. L. E. Schwenck (L. S.)
L. E. Schwenck (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 Tulsa County and State of Oklahoma District of Indian Territory aforesaid, duly commissioned and acting L. E. Schwenck 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 Mrs. L. E. Schwenck wife of said L. E. Schwenck 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 5th day of January 1901

My commission expires Nov. 19 1903

[SEAL]

Seal Chas. W. Lucas
Notary Public.

Filed for Record Jan 16 1901 at 8 o'clock A.M.

Seal Alvah W. Rogers
Deputy Clerk & Ex-Officio Recorder