

COMPAED

NO. 1280.

P. D. M.
P. L.
C. L.
C. D.
C. I.

Oscar K. Eysenbach, et. al.

To

Mortgage of Real Property.

Big Jo Lumber Company,

This Indenture, made this 28th day of September, A.D. 1906, between Oscar K. Eysenbach and Bessie C. Eysenbach, his wife of Tulsa, Ind. Terr. and Ethel Davis, and and Samuel C. Davis, her husband, of Tulsa, Ind. Terr. witnesseseth, that:

Whereas, the said Oscar K. Eysenbach, Bessie C. Eysenbach Ethel Davis and Samuel C. Davis, is justly indebted to the said Big Jo Lumber Company in the sum of \$1250.00 Dollars (\$1250.00), which is evidenced by one certain promissory note of even date herewith, to wit:

One note due Sep. 28th, 1907, for \$1250.00; one note due — 190 —, One note due — 190 —, for — for — and one note due — 190 —, for —.

Now, therefore, the said Oscar K. Eysenbach and Bessie C. Eysenbach, wife and Ethel Davis and Samuel C. Davis, husband 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 Big Jo Lumber Company heirs and assigns forever, the following described real estate, to wit:

Lot Eight (8) Block one hundred and nine (109) in the Town of Tulsa, Western District, Creek Nation, Indian Territory, as shown by the official Government survey 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 Big Jo Lumber Company, heirs and assigns and unto — our executors, benefit and behoof forever.

And Whereas, for the further security of said indebtedness, the said parties 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 parties 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 rendered by the said party 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 the manner by this mortgage, and shall bear interest from the time of the payment thereof at the rate of eight percent per annum payable on demand.

And for the consideration aforesaid, and for divers other good and valuable considerations, I, Bessie Eysenbach, wife of said Oscar K. Eysenbach, do hereby release and quit claim unto the said Big Jo Lumber Company heirs and assigns, all my right, claim, or possibility of doer in and out of the above described premises. Conditions, However, that if the said Oscar K. Eysenbach & Bessie C. Eysenbach their heirs, executors, or administrators, shall will and truly pay or cause to be paid to the said Big Jo Lumber Company 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 hands on this the day and the year first above written.

Oscar K. Eysenbach (28)
Bessie C. Eysenbach (25)