

# MORTGAGE OF REAL PROPERTY.

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

NO 2451

121

THIS INDENTURE, Made this 21st day of January A. D. 1902, between Emma C. Mann of Indian, Ind. Ter. and Milton Reinhard his wife, and Milton Reinhard of St. Louis, witnesseseth, that

WHEREAS, the said Emma C. Mann is justly indebted to the said Milton Reinhard in the sum of Fifteen hundred DOLLARS. (\$1500<sup>00</sup>/<sub>100</sub>) which is evidence by her certain promissory note of even date herewith is to wit:

One note dated 1/1, 1902, for \$1500<sup>00</sup>/<sub>100</sub>; one note due Nov. before Jan 1st 1902, for \$1500<sup>00</sup>/<sub>100</sub>; and one note due 1902 for \$1500<sup>00</sup>/<sub>100</sub>; said note bearing six percent per annum interest.

NOW, THEREFORE, the said Emma C. Mann 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 Milton Reinhard heirs and assigns forever, the following described real estate, to-wit:

The South one half (1/2) of the North West quarter (1/4) of Section twenty four (24) Township twenty (20) North, Range thirteenth (13) East containing eighty acres.

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

Signed and acknowledged before me Jan 20 - 1902 W. W. Wadley Register of Deeds.

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 Milton Reinhard heirs and assigns and unto his 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, his 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, 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, Emma C. Mann wife of said Milton Reinhard do hereby release and quit-claim unto the said Milton Reinhard heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said Emma C. Mann her heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Milton Reinhard 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. Emma C. Mann (L. S.)

UNITED STATES OF AMERICA,  
WESTERN DISTRICT,  
INDIAN TERRITORY

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public within and for the Western District of Indian Territory aforesaid, duly commissioned and acting Emma C. Mann 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 Emma C. Mann wife of said Milton Reinhard 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 30 day of January 1902. L. W. Mann Notary Public.

(SEAL) Indian, Ind. Ter. My commission expires June 15 1902.

Filed for record Jan 20 1902 at 2 o'clock A. M.

Chas. Linton  
Deputy Clerk and Ex-officio Recorder