

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

COMPARED

NO. 1921

123

MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 19th day of December A. D. 1906, between Joseph Stobel and Blanche Stobel, his wife, and O. C. Stone, a single man, do hereby certify that

WHEREAS, the said Joseph Stobel and Blanche Stobel his wife and O. C. Stone are justly indebted to the said L. K. Cane

in the sum of Three Hundred DOLLARS (\$300.00) which is evidence by certain promissory note of even date herewith, to-wit:

One note due June 19th 1907 for \$300.00 and one note due 1907 for \$

One note due 1907 for \$ and one note due 1907 for \$

NOW, THEREFORE, the said Joseph Stobel and Blanche Stobel his wife and O. C. Stone, a single man, do hereby grant, bargain, sell and convey unto the said L. K. Cane

heirs and assigns forever, the following described real estate, to-wit: Part of Lot 2 in Block 22 in the Town of North Tulsa, Cherokee Nation, Indian Territory described as follows: Beginning at the Southeast corner of said Lot 2, running thence in a northerly direction along the line of said Lot 2, 24 feet, thence in a westerly direction 60 feet to the line of Cherokee line, thence due east along the said line to the place of beginning, also Part of Lot 12 in Block 22 in the Town of North Tulsa, Cherokee Nation, Indian Territory described as follows: Beginning at a point on the West line of Lot 1, 30 feet south of the Northwest corner of said Lot 1, thence in a northerly direction 60 feet to the line of Cherokee line, thence due east to the West line of Lot 1, thence in a northerly direction to the Northwest corner of Lot 1, thence in a westerly direction along the North line of North 2nd Street, 70 feet, thence in a northerly direction, at right angles, 70 feet, thence west at right angles, 70 feet to the alley, thence in a northerly direction along the alley to the place of beginning, excepting the right of way of the Missouri, Kansas and Oklahoma Railroad Company.

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 L. K. Cane

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 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, Blanche Stobel wife of said Joseph Stobel, do hereby release and quit-claim unto the said L. K. Cane

heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises

CONDITIONED, However, that if the said Joseph Stobel and O. C. Stone, their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said L. K. Cane 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 We have hereunto set our hand and seal on this day and year first above written.

Joseph Stobel (L. S.)
Blanche Stobel (L. S.)
O. C. Stone

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 Joseph Stobel and O. C. Stone singly to me known as the mortgagor, in the foregoing instrument, and stated that they 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 Blanche Stobel wife of said Joseph Stobel 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 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 19th day of December 1906

[SEAL] Western District Indian Territory Paul B. Magee Notary Public

My commission expires June 29 1908

Filed for record Dec 19 1906 at 5 o'clock P. M.

Wm. L. Linton
Deputy Clerk and Ex-officio Recorder