

MORTGAGE OF REAL PROPERTY.

FILED
C. L.
C. D.
C. J.

THIS INDENTURE, Made this 2nd day of February A. D., 1907, between Charles W. Casper his wife, and B. C. Stebbins and Ethel Davis witnesses, that

WHEREAS, the said Charles W. Casper is justly indebted to the said B. C. Stebbins and Ethel Davis in the sum of Five Hundred DOLLARS. (\$500) which is evidenced by One certain promissory note of even date herewith, to-wit:

One note due February, 1907 for \$500; one note due 190 for \$
One note due 190 for \$ and one note due 190 for \$

NOW, THEREFORE, the said Charles W. Casper and Nealy Casper 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 B. C. Stebbins and Ethel Davis their heirs and assigns forever, the following described real estate, to-wit:

The north half (1/2) of the North West quarter (1/4) of Section Fourteen (14) Township Nineteen (19) North Range Eleven (11) East containing Eighty (80) Acres more or less.
This mortgage is subject to another mortgage of \$1600 of even date and payable to same parties.

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 B. C. Stebbins and Ethel Davis their heirs and assigns and unto their own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said Charles W. Casper of the first part, covenanted and agreed with the said B. C. Stebbins and Ethel Davis 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 B. C. Stebbins and Ethel Davis their heirs and assigns in one or more insurance companies satisfactory to the said B. C. Stebbins and Ethel Davis of the second part, against fire, lightning or tornadoes. Should the said Charles W. Casper of the first part make default in the performance of any of these stipulations, the said B. C. Stebbins and Ethel Davis of the second part may immediately perform and discharge the same, and all accounts so expended by the said B. C. Stebbins and Ethel Davis 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, Nealy Casper wife of said Charles W. Casper do hereby release and quit-claim unto the said B. C. Stebbins and Ethel Davis their heirs and assigns, all my right, claim or possibility of power in and out of the aforesaid premises.

CONDITIONED, However, that if the said Charles W. Casper or Nealy Casper heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said B. C. Stebbins and Ethel Davis 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 year first above written.

Charles W. Casper (L. S.)
Nealy Casper (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 Charles W. Casper 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 Nealy Casper wife of said Charles W. Casper 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 2nd day of February, 1907.
(SEAL) Western District, Tulsa, Ind. Ter. Robert E. Lynch Notary Public.
My commission expires 2/2/10

Filed for record Feb 4 1907 at 5 o'clock P.

Chas. Linton
County Clerk & Office Recorder

For value received, I acknowledge satisfaction and payment in full of the

Signed and acknowledged before me

Received by me

for satisfaction and payment in full of the

mortgage, and hereby released

the said B. C. Stebbins and Ethel Davis

from and discharged them from

the said mortgage, and I hereby

acknowledged before me

B. C. Stebbins and Ethel Davis

Register of Deeds