

COMPARED
No. 2712
MORTGAGE OF REAL PROPERTY.

171

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

THIS INDENTURE, Made this 13 day of February, A. D., 1902, between R. C. Rebholz and Herbert O. Long of Indian, Ind. Ter. and Lenna Rebholz and Lenna Long their wives the wife, and The City National Bank of Indian, Ind. Ter., witnesseth, that

WHEREAS, the said R. C. Rebholz and Herbert O. Long and their wives are justly indebted to the said The City National Bank of Indian, Ind. Ter. in the sum of Six Hundred & Fifty DOLLARS. (\$ 650.00) which is evidence by their certain promissory note of even date herewith, to-wit:

One note due May 13th 1902 for \$ 650.00; one note due 190 for \$ 190; and one note due 190 for \$ 190.

NOW, THEREFORE, the said R. C. Rebholz and Herbert O. Long and Lenna Rebholz and Lenna Long their wives the 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 The City National Bank of Indian, Ind. Ter. its heirs and assigns forever, the following described real estate, to-wit:

Lots one (1), two (2) and three (3) in Block Three (3) in Trunk and Bullets Addition to Indian, Indian Territory according to the record plat 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 The City National Bank of Indian, Ind. Ter. its heirs and assigns and unto its 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. Its heirs and assigns in one or more insurance companies satisfactory to the said party of the second part, against fire, lightning and 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 amounts so expended by the said party of the second part, heirs or assigns, in paying said taxes, insurance premiums, loans 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 diverse other good and valuable considerations, Lenna Rebholz and Lenna Long wives of said R. C. Rebholz and Herbert O. Long do hereby release and quit-claim unto the said The City National Bank of Indian, Ind. Ter. its heirs and assigns, all right, claim or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said R. C. Rebholz and Herbert O. Long and their wives their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said The City National Bank of Indian, Ind. Ter. its 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.

R. C. Rebholz (L. S.)
Herbert O. Long
Lenna Rebholz (L. S.)
Lenna Long

UNITED STATES OF AMERICA,
Western District
INDIAN TERRITORY
Western District

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, R. C. Rebholz and Herbert O. Long to me known as the mortgagors 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 Lenna Rebholz and Lenna Long wife of said R. C. Rebholz and Herbert O. Long 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 13 day of February, 1902.

[SEAL] Western District Indian, Ind. Ter. Robert C. Lynch Notary Public.

My commission expires 2/2/1910.

Filed for record Feb 14, 1902, at 4⁰⁰ o'clock P. M.

Otto Carter
City Clerk & Ex-officio Recorder