

# MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, made this 11th day of February, A. D. 1902, between Oscar K. Eysenbach of Indian Territory and Bessie C. Eysenbach his wife, and John Davis of Bellevue, D. T., witnesseth that

WHEREAS, the said Oscar K. Eysenbach is justly indebted to the said John Davis in the sum of Fifteen Hundred DOLLARS (\$1500.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due Feb. 11, 1902, for \$1500.00; one note due \_\_\_\_\_ 190\_\_\_\_ for \$\_\_\_\_\_  
One note due \_\_\_\_\_ 190\_\_\_\_ for \$\_\_\_\_\_, and one note due \_\_\_\_\_ 190\_\_\_\_ for \$\_\_\_\_\_

NOW, THEREFORE, the said Oscar K. Eysenbach and Bessie C. Eysenbach 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 John Davis heirs and assigns forever, the following described real estate, to-wit:

All of lot numbered six (6) in Block One Hundred and Fifty (150) in the town of Tulsa, Indian Territory according to the official plat and 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 John Davis his heirs and assigns and unto their own proper use, 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, 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, Bessie C. Eysenbach wife of said Oscar K. Eysenbach, do hereby release and quit-claim unto the said John Davis his heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Oscar K. Eysenbach his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said John Davis 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 hands on this the day and year first above written.

Oscar K. Eysenbach (I. S.)

Bessie C. Eysenbach (I. 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 Oscar K. Eysenbach 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 Bessie C. Eysenbach wife of said Oscar K. Eysenbach 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 11th day of Feb. 1902

[SEAL] Western District, Indian Territory

Reuben L. Portledge

Notary Public.

My commission expires March 26 - 1910

Filed for record Feb. 11, 1902 at 1 o'clock P. M.

Alvin L. Linton  
Deputy Clerk & Ex-Officio Reader