

MORTGAGE OF REAL PROPERTY

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THIS INDENTURE, Made this 18th day of July, A. D. 1906, between Roscoe W. Eysenbach
of Tulsa, I. T. and Roscoe W. Eysenbach her husband, ~~and~~ and L. J. Martin
of Tulsa, I. T. witnesseth, that

WHEREAS, the said Bessie L. Eysenbach is justly indebted to the said L. J. Martin

In the sum of Two Hundred & twenty five DOLLARS, (\$225.00) which is evidence in by DAU certain promissory note of even date herewith, to-wit:

One note due Jan. 18th, 1907, for \$225.00; one note due _____, 190____, for \$_____.

[illegible]

NOW, THEREFORE, the said Bessie W. Eysendach and Oscar K. Eysendach, his husband 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 L. J. Martin his heirs and assigns forever, the following described real estate, to-wit:

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. J. Martin
his 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, Bessie L. Eysendach
 wife of said Oscar K. Eysendach, do hereby release and quit-claim unto the said L. J. Martin
his heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said Russell E. Eysenbach & Oscar K. Eysenbach these
heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said L. J. Martin
executors, administrators, or assigns, the sforesaid 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 S on this the day and year first above written.

Bessie C. Eysenbach (L, S)

Oscar K. Eigenbrach (LS)

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 Benjamin E. Gysenbach
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 Bernie K. Egeus Truck husband of said Bernie K. Egeus Truck 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 home said 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 18th day of July 1906

[SEAL] *Whitman Dist. J.T.* *Chas A. West* Notary Public

My commission expires Sept 9th 1908

Filed for record July 21 1916 at 10:30 o'clock A. M. Mrs. Lutz

Oliver Lorton
Deputy Clerk and Ex-officio Recorder