180 No. 2345.

COMPARED

MORTGAGE OF REAL PROPERTY.

(Form No. 9 Page 45)

B. M. P. L. C. L. C. D. C. L.

THIS INDENTURE, Made this 23 day of February A. D., 1907, between Alfred M. Krug of Tulsa, Indian Ter. and Ella K. Krug, his wife, and Frances Smith of Tulsa, Indian Ter., witnesseth, that

WHEREAS, the said Alfred M. Krug is justly indebted to the said Frances Smith

in the sum of One Hundred and eighty DOLLARS, ($ 180.00) which is evidenced by two certain promissory notes of even date herewith, to-wit:

One note due Aug. 23, 1907, for $ 90.00; ~~one note due~~ ~~, 190~~ ~~for $~~

One note due Feb. 23, 1908 for $ 90.00 and ~~one note due~~ ~~190~~ ~~for $~~

NOW, THEREFORE, the said Alfred M. Krug and Ella K. Krug 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 Frances Smith her heirs and assigns forever, the following described real estate, to-wit:

Beginning at a point on the west line of Section 2, 232½ feet north of the Southwest corner of the Northwest Quarter of said Section; thence north 92½ feet; thence east 125 feet; thence south 92½ feet; thence west 125 feet to the place of beginning, and all being in Section (2) Township (19) and Range (13) East.

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 Frances Smith her heirs and assigns and unto her 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, 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, leins 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, Ella K. Krug wife of said Alfred M. Krug, do hereby release and quit-claim unto the said Frances Smith heirs and assigns, all my right, claim or possibility of dower in and out of the aforedescribed premises.

CONDITIONED, However, that if the said Alfred M. Krug his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Frances Smith 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 on this the day and year first above written.

Alfred M. Krug (L. S)

Ella K. Krug (L. S.)

UNITED STATES OF AMERICA, WESTERN DISTRICT, INDIAN TERRITORY } ss:

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 Alfred M. Krug 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 Ella K. Krug wife of said Alfred M. Krug 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 seal 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 on this 23rd day of February 1907.

(SEAL) Western Dist. Ind. Ter. Phil C. Kramer Notary Public.

My commission expires June 17th 1909

Filed for record Feb. 23, 1907, at 9 45 o'clock a. m.

Otis Linton
Deputy clerk of the Office of Recorder