

MORTGAGE OF REAL PROPERTY.

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I.

THIS INDENTURE, Made this 23 day of Jan, A. D., 1902, between Ben Baer and Jennie Baer his wife, and Farmers National Bank of Idaho, D. T., witnesseth, that

WHEREAS, the said Ben Baer & wife are justly indebted to the said Farmers National Bank

in the sum of two hundred DOLLARS. (\$200⁰⁰) which is evidence by his certain promissory note of even date herewith, to-wit:

One note dated 1/20/ 1902, for \$200⁰⁰, payable due April 25 1902, for \$
One note due 190 for \$ four and one note due 190 for \$

NOW, THEREFORE, the said Ben Baer & wife and

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 Farmers National Bank heirs and assigns forever, the following described real estate, to-wit:

A second mortgage to wit: Lot (4) Town, Block (15) Town of Idaho, D. T. as per amended plat covering as shown & third

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 Farmers Natl Bank

there heirs and assigns unto there own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part of the first part, covenant and agree with the said part 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 part of the second part, heirs and assigns in one or more insurance companies satisfactory to the said part of the second part, against fire, lightning or tornadoes. Should the part of the first part make default in the performance of any of these stipulations, the said part of the second part may immediately perform and discharge the same, and all accounts so expended by the said part 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 Jennie Baer wife of said Ben Baer

Bank heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises

CONDITIONED, However, that if the said Ben Baer Jennie Baer there heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Farmers Natl Bank 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 on this the day and year first above written.

Ben Baer (L. S.)

Jennie Baer (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 Ben Baer 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 Jennie Baer wife of said Ben Baer 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 23 day of Jan 1902

(SEAL) Idaho, D. T.

My commission expires June 15 1904

L. W. Mann Notary Public.

Filed for record Mar. 21, 1902, at 11 o'clock A. M.

Oliver Linton
County Clerk & Ex. Officer