No. 3426

MORTGAGE OF REAL PROPERTY.

F. D. / C. C.
F. C. D.
F. L.
C. L.
C. D.
C. I.

THIS INDENTURE, Made this 23rd day of March A. D., 1907, between O. C. Stone (single) and Joseph Strobel of Tulsa, Indian Territory and Blanch Strobel his wife, and W. P. Moore of Tulsa, Indian Territory, witnesseth, that

WHEREAS, the said O. C. Stone, Joseph Strobel and Blanch Strobel are justly indebted to the said W. P. Moore

in the sum of Three Hundred DOLLARS, ($300.00) which is evidenced by certain promissory note of even date herewith, to wit:

One note due April 1, 1908, for $300.00, with interest at 8%; ~~one note due 190 for $~~

~~One note due 190 for $ and one note due 190 for $~~

NOW, THEREFORE, the said O. C. Stone (single) and Joseph Strobel and Blanch Strobel 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 W. P. Moore, his heirs and assigns forever, the following described real estate, to-wit:

All that portion of Lot Three (3) in Block Seventy-six (76) of the City of Tulsa, Indian Territory, described as follows: Beginning at the southwest corner of said lot three (3); thence in a Northerly direction along the west line of said lot One hundred (100) feet to the Northwest corner of said lot; thence in an Easterly direction along the North line of said lot Forty (40) feet; thence in a Southerly direction One hundred (100) feet in a line parallel with the west line of said lot and forty (40) feet distant therefrom to the south line of said lot; thence West Forty (40) feet along the South line of said lot three (3) to place of beginning, same being West forty feet of said lot, according to plat and survey.

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 W. P. Moore 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 parties 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, Blanch Strobel wife of said Joseph Strobel, do hereby release and quit-claim unto the said W. P. Moore heirs and assigns, all my right, claim or possibility of dower in and out of the aforedescribed premises.

CONDITIONED, However, that if the said O. C. Stone (single) Joseph Strobel and Blanch Strobel their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said W. P. Moore 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.

O. C. Stone (L. S)

Joseph Strobel (L. S.)
Blanche Strobel

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 O. C. Stone and Joseph Strobel 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 Blanch Strobel wife of said Joseph Strobel 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 Officer on this 23rd day of March 1907.

(SEAL) Western Dist. I. T.

Percival C. Magee Notary Public.

My commission expires June 24, 1910.

Filed for record May 22, 1907, at 9 o'clock a. m.

Otis Lorton
Deputy Clerk ex-officio Recorder