

## MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 25th day of March, A. D., 1907, between W. H. Rogers of Lulsa, D. I. and Mary S. Rogers, his wife, and Ida M. Lewis of Lulsa, D. I., witnesseth, that

WHEREAS, the said W. H. Rogers and Mary S. Rogers are legally indebted to the said Ida M. Lewis in the sum of Three Hundred DOLLARS (\$300) which is

evidence by one certain promissory note of even date herewith, to-wit:

One note due Sept 25th, 1907, for \$ 300.00; one note due 1907, for \$ 100.00

One note due 1907 for \$ 100.00 and one note due 1907 for \$ 100.00

NOW, THEREFORE, the said W. H. Rogers and Mary S. Rogers 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 Ida M. Lewis her heirs and assigns forever, the following described real estate, to-wit:

all of Lot Six (6) and the South Forty (40) feet of Lot Five (5) in Block Six (6) in Lulsaga first addition to the City of Lulsa, Indian Territory according to the recorded plat 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 Ida M. Lewis 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 parties of the first part, covenant and agree with the said parties 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 parties of the second part, heirs and assigns in one or more insurance companies satisfactory to the said parties 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 parties of the second part may immediately perform and discharge the same, and all accounts so expended by the said parties 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, Mary S. Rogers wife of said W. H. Rogers do hereby release and quit-claim unto the said Ida M. Lewis her heirs and assigns, all my right, claim, or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said W. H. Rogers and Mary S. Rogers their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Ida M. Lewis, her 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 seal on this day and year first above written.

W. H. Rogers (L. S.)

Mary S. Rogers (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 W. H. Rogers 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 Mary S. Rogers wife of said W. H. Rogers 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 on this 27th day of March, 1907

(SEAL) Western District, D. I.

Wm. Query Notary Public.

My commission expires Dec. 15, 1907.

Filed for record Mar 29, 1907, at 2:30 o'clock A. M.

Oliver Lorton  
County Clerk & ex-officio Recorder