

MORTGAGE OF REAL PROPERTY.

P.D.	20
P.I.	23
P.L.	
G.L.	
G.D.	
G.I.	

THIS INDENTURE, Made this 13th day of May A. D. 1907, between John F. Rogers
and Mary A. Rogers his wife, and George B. Packburn
witnesseth that

WHEREAS, the said John F. Lagere is justly indebted to the said George B. Blackburn in the sum of Seven Hundred Twenty five DOLLARS (\$ 725.00) which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due on or before 8/20, 1907, for \$ 725; one note due 190 for \$

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

NOW, THEREFORE, the said John F. Rogers and Mary A. 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 George B. Blackburn his heirs and assigns forever, the following described real estate, to-wit:

- Lot One in Block One Hundred Ninety Eight (198) in the Town of Tuba, AZ, according to the Official Plat

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 George B. Blackburn
his heirs and assigns 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, loans 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 A. Rogers
 wife of said John F. Rogers, do hereby release and quit-claim unto the said John B.
Blackburn, 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 John F. Rogers, his
 heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said George B. Blackburn
 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, _____ have herunto set our hand and on this the day and year first above written.

John T. Rogers (L.S.)
Mary A. Rogers (L.S.)

Territory of Oklahoma,
UNITED STATES OF AMERICA,
Western District
INDIAN TERRITORY

County of Garfield S.S.

BE IT REMEMBERED: That on this day, came before me, the undersigned, a Notary Public in and for the County of Garfield, State of Oklahoma Territory within and for the County of Garfield, State of Oklahoma Territory aforesaid, duly commissioned and acting John T. 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 A. Rogers wife of said John F. 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 and 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 13th day of May 1907
 (SEAL) Garfield Co. O. S. Emma M. Dahlgras Notary Public
 My commission expires July 20th 1908

Filed for rec- rd May 16 1957 at 10:23 clock a.m.

W. H. Lorton
Deputy U. S. Clerk & Ex.