

MORTGAGE OF REAL PROPERTY.

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THIS INDENTURE, Made this 16th day of May, A. D. 1907, between O. C. Stone, Joseph Stroebel and Blancher Stroebel his wife, and L. J. Martin of Tulsa, I. T. witnesseth, that

WHEREAS, the said O. C. Stone, Joseph Stroebel & Blancher Stroebel are justly indebted to the said L. J. Martin in the sum of Eleven Hundred DOLLARS, (\$ 1100.00) which is

evidenced by one certain promissory note of even date herewith, to-wit:
One note due May 16, 1902, for \$ 1100.00, one note due 190 for \$ 190
One note due 190 for \$ 190 and one note due 190 for \$ 190

NOW, THEREFORE, the said O. C. Stone (single) Joseph Stroebel and Blancher Stroebel 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 L. J. Martin his heirs and assigns forever, the following described real estate, to-wit: all that portion of Lot three (3) in Block twenty six (26) of the city of Tulsa Indian Territory, described as follows:

beginning at the southeast corner of said Lot three (3); thence in a northerly direction along the east line of said Lot one hundred (100) feet to the northeast corner of said Lot; thence in a westerly direction along the north line of said Lot one hundred (100) feet; thence in a southeasterly direction one hundred (100) feet in a line parallel with the east line of said Lot and one hundred feet distant therefrom to the south line of said Lot to place beginning same being the East one hundred (100) feet of said Lot three (3), according to the plat and survey thereon.

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 L. J. Martin his heirs and assigns and unto his 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, 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, Blancher Stroebel wife of said Joseph Stroebel do hereby release and quit-claim unto the said L. J. Martin his heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said O. C. Stone Joseph Stroebel and Blancher Stroebel their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said L. J. Martin 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 other wise to remain in full force and effect.

IN TESTIMONY WHEREOF, We have hereunto set our hand and seal on this the day and year first above written.

O. C. Stone (I. S.)
Joseph Stroebel (I. S.)
Blancher Stroebel

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 O. C. Stone and Joseph Stroebel to me known as the mortgagor 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 Blancher Stroebel wife of said Joseph Stroebel 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 24th day of May, 1907.
[SEAL] Western District Indian Ter. Reucival E. Mager Notary Public.
My commission expires June 29, 1910.

Filed for rec rd July 8, 1907, at 3:10 clock P. M.
O. C. Stone
Deputy Clerk and Ex-officio Recorder

This instrument is a mortgage of real property, and is not a conveyance of personal property. It is not a deed, and it is not a contract. It is a mortgage, and it is subject to the provisions of the Mortgage Law of the State of Oklahoma. The mortgage is made by O. C. Stone, Joseph Stroebel and Blancher Stroebel, and it is secured by the real property described in the instrument. The mortgage is made for the purpose of securing the payment of the promissory note mentioned in the instrument. The mortgage is made in full force and effect, and it is not subject to any conditions or limitations. The mortgage is made in accordance with the provisions of the Mortgage Law of the State of Oklahoma, and it is not subject to any other laws or regulations. The mortgage is made in full force and effect, and it is not subject to any conditions or limitations. The mortgage is made in accordance with the provisions of the Mortgage Law of the State of Oklahoma, and it is not subject to any other laws or regulations.