

MORTGAGE OF REAL PROPERTY.

P.D.
P.I.
C.L.
C.D.
C.I.

THIS INDENTURE, Made this 16th day of May, A. D., 1907, between O. C. Stone (single)
and Joseph Stroebel and Blanche Stroebel, his wife, and W. P. Moore
of Fulda, I. T., witnesseth, that

WHEREAS, the said O. C. Stone, Joseph Stroebel & Blanche Stroebel are
W. P. Moore justly indebted to the said

in the sum of Three Thousand DOLLARS. (\$ 3000.00), which is
evidence by six (6) certain promissory note S of even date herewith, to-wit:

One note due May 16, 1908, for \$ 500.00; one note due May 16, 1909, for \$ 500.00

One note due May 16, 1900, for \$ 500.00 and one note due May 16, 1901, for \$ 500.00

and one due May 16, 1913 for \$ 500.00 and May 16, 1913 for \$ 500.00

NOW, THEREFORE, the said O. C. Stone (single) and Joseph Stroebel and

Blanche Stroebel his wife, for the better securing the payment of the money aforesaid, with in-

terest 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:

Lot Three (3) in Block seventy six (76) of the City of Fulda, Indian Territory

according to the official plat and survey thereof

This mortgage subject to a prior mortgage dated May 16, 1907 given by

O. C. Stone, Joseph Stroebel and Blanche Stroebel, his wife, to L. J.

Martin for \$1000.00 due in five years from date; also one mortgage

for \$900.00 dated March 23, 1907 due in four years.

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 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 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, 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, Blanche Stroebel

wife of said Joseph Stroebel do hereby release and quit-claim unto the said W. P. Moore

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 Blanche Stroebel

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 S, then this instrument shall be void

otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, W. P. Moore have hereunto set One hand S on this the day and year first above written.

O. C. Stone (I. S.)

Joseph Stroebel (I. S.)

Blanche Stroebel (I. S.)

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 S 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 Blanche 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 27th day of May, 1907

(SEAL) Western Dist. Ind. Ter. Perceval E. Meager Notary Public.

My commission expires June 29, 1908

Filed for rec. rd. July 8, 1907, at 2 1/2 o'clock P. M.

Oliver Lorton

Deputy Clerk and Ex. Officer Recorder