

# MORTGAGE OF REAL PROPERTY.

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

THIS INDENTURE, Made this 20th day of July A. D. 1907, between Estrella M. Roach of Guba Indian Ter and J. H. Roach her husband his wife, and Jane Appleby of Guba Indian Ter, witnesses, that

WHEREAS, the said Estrella M. Roach is justly indebted to the said Jane Appleby in the sum of Six hundred DOLLARS (\$ 600.00) which is evidence in by a certain promissory note of even date herewith, to-wit:

One note due July 20, 1908, for \$        , one note due 190, for \$          
One note due 190, for \$         and one note due 190 for \$        

NOW, THEREFORE, the said Estrella M. Roach and J. H. Roach her husband 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 Jane Appleby her heirs and assigns forever, the following described real estate, to-wit:

all of lot four (4) and the West fifteen (15) feet of lot three (3) block seven (7) Burnett addition to Guba Indian Territory according to the revised plat of the aforesaid condition

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 Jane Appleby 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 part of the first part, covenant and agree with the said part 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 part of the second part her heirs and assigns in one or more insurance companies satisfactory to the said part of the second part, against fire, lightning or tornadoes. Should the part of the first part make default in the performance of any of these stipulations, the said part of the second part may immediately perform and discharge the same, and all accounts so expended by the said part 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, J. H. Roach husband wife of said Estrella M. Roach do hereby release and quit-claim unto the said Jane Appleby her heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises

CONDITIONED, However, that if the said Estrella M. Roach or J. H. Roach her husband their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Jane Appleby, 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.

Estrella M. Roach (L.S.)

J. H. Roach (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 Estrella M. Roach to me known as the mortgagor in the foregoing instrument, and stated that she 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 J. H. Roach husband wife of said Estrella M. Roach 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 power 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 Public on this 20th day of July, 1907  
(SEAL) Guba Indian Ter Samuel P. McCreary Notary Public.

My commission expires June 11 1908

Filed for record Jul 20 1907 at 2:50 o'clock P. M.

Otis Eaton

Deputy U.S. Clerk & Ex. Officer here