

MORTGAGE OF REAL PROPERTY.

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

THIS INDENTURE, Made this 26th day of July, A. D., 1907, between Mrs. E. P. Sturgis her husband Norman Sturgis, his wife, and Fred Willhelm of Zuba, D.T., witnesseth, that

WHEREAS, the said Mrs. E. P. Sturgis is justly indebted to the said Fred Willhelm in the sum of Ninety and no/100 DOLLARS (\$90.00) which is evidence by two certain promissory note, \$ of even date herewith, to-wit:

One note due Dec. 10, 1907, for \$ 45.00; one note due Jan. 10, 1908, for \$ 45.00

One note due _____, 190____, for \$ _____, and one note due _____, 190____, for \$ _____

NOW, THEREFORE, the said Mrs. E. P. Sturgis and Norman and Sturgis 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 Fred Willhelm

his heirs and assigns forever, the following described real estate, to-wit: Lot Thirteen (13) in Quarter (14) in Block Six (6) in Bellview Addition to Town, now City, of Zuba, Western District, Indian Territory. This Mortgage is given subject to two mortgages one for \$500.00 in favor of Farm & Home Savings & Loan Ass'n. of Nevada, Mo. and one for \$300.00 to Fred Willhelm, both given by first parties herein

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 Fred Willhelm, 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 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, his 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, Norman Sturgis, husband of said Mrs. E. P. Sturgis, do hereby release and quit-claim unto the said Fred Willhelm, 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 Mrs. E. P. Sturgis and Norman Sturgis their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Fred Willhelm, his executors, administrators, or assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said note, or 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 the day and year first above written.

Mrs. E. P. Sturgis (L. S.)
Norman Sturgis (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 Mrs. E. P. Sturgis 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 Norman Sturgis, husband of said Mrs. E. P. Sturgis 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 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 26 day of July, 1907.
[SEAL] Western Dist. of Indian Territory Stonewall D. Richardson Notary Public.
My commission expires July 22 1908

Filed for record Aug 3 1907, at 2 o'clock P. M. O. L. Eaton
Deputy U. S. Clerk & Ex. Officer