

## MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 3rd day of August A. D., 1907, between Elzemer Lee  
Zuba d. T. and Oscar Lee, his husband, his wife, and

of Zuba d. T., witnesseth, that

WHEREAS, the said Elzemer Lee + Oscar Lee is justly indebted to the said

George W. Adams

in the sum of eighty five DOLLARS (\$ 65.00) which is

evidence by me certain promissory note of even date herewith, to-wit:

One note due Dec 3rd, 1907, for \$ 65.00, one note due interest 10 percent, 1907, for \$  
 One note due 1907 for \$ 65.00, and one note due 1907 for \$ 65.00

NOW, THEREFORE, the said Elzemer Lee and

Oscar Lee, her husband, 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 George W. Adams heirs and assigns forever, the following described real estate, to-wit:

lots 11-12 in Block 4 in Adams addition  
to the City of Zuba d. T.

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 W. Adams  
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 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, 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, Elzemer Lee  
 wife of said Oscar Lee, do hereby release and quit-claim unto the said George W. Adams heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said George W. Adams heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said 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 2 on this the day and year first above written.

Elzemer Lee (L. S.)  
Oscar Lee (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  
Elzemer Lee and Oscar Lee within and for the District of Indian Territory aforesaid, duly commissioned and acting 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 Elzemer Lee wife of said Oscar Lee 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 Notary Public on this 3rd day of August, 1907  
 [SEAL] West Dist I.T. Charles H. Kelley Notary Public.

My commission expires June 27, 1907

Filed for record Aug 8, 1907, at 4 o'clock P. M. St. Louis, Mo.  
Deputy U. S. Clerk Ex. Officer Doe.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me, Dec 5-1907  
Chas. H. Kelley  
 Notary of District