

# MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 17th day of August A. D. 1907, between The E. B. Robinson Lumber Company of St. Louis, Missouri and Mary W. Yeager his wife, and Mary W. Yeager

of Zulia, Indian Terr witnesseth, that

WHEREAS, the said E. B. Robinson Lumber Company is justly indebted to the said

Mary W. Yeager

in the sum of Eighteen hundred & sixteen DOLLARS (\$1816.00) which is evidence by two certain promissory notes of even date herewith, to-wit:

One note due 1907 for \$          ; one note due September 1st 1907 for \$1750.00

One note due 1907 for \$          ; and one note due 1907 for \$          

NOW, THEREFORE, the said E. B. Robinson Lumber Company and

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 Mary W. Yeager

her heirs and assigns forever, the following described real estate, to-wit:

all of Lot Four (4) in Block No. Eighteen (18) in the original town of Zulia, Indian Territory, according to the Official Plat and Survey thereof. The same having a frontage of One Hundred (100) feet on North Main Street, and a uniform depth of One Hundred and forty (140) feet to the alley, and adjoining West C Street

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 Mary W. Yeager 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,

wife of said           , do hereby release and quit-claim unto the said

heirs and assigns, all my right, claim, or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said E. B. Robinson Lumber Company their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Mary W. Yeager 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 hands on this the day and year first above written.

E. B. Robinson Lumber Co. (L. S.)

Per E. B. Robinson (L. S.)

UNITED STATES OF AMERICA,  
WESTERN DISTRICT,  
INDIAN TERRITORY

BE IT REMEMBERED: That on this day came before me, the undersigned, a            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 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            wife of said            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            on this            day of            1907.

(SEAL)

Notary Public.

My commission expires 1907

Filed for record 1907 at            o'clock            m.