

P.D. No. 177  
C. D.  
C. J.

6837  
**MORTGAGE OF REAL PROPERTY.**

COMPARED

395

THIS INDENTURE, Made this 10th day of October A. D. 1907 between C. F. Yeager of Tulsa, Indian Territory and Kate Yeager his wife, and J. J. or Lena Angersbach of Willow Springs, Mo. witnesseth that

WHEREAS, the said C. F. Yeager & Kate Yeager are justly indebted to the said J. J. or Lena Angersbach in the sum of Twenty Five Hundred DOLLARS, (\$1500.00) which is evidence by their certain promissory note of even date herewith, to-wit:

Unpaid  
One note due October 10 1908 for \$1500.00 substituted one note due April 10 1908 for \$600.00  
Unpaid  
One note due October 10 1908 for \$600.00 and one note due 1908 for \$

NOW, THEREFORE, the said C. F. Yeager and Kate Yeager 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 J. J. or Lena Angersbach, their heirs and assigns forever, the following described real estate, to-wit:

Lot Twelve (22) in Block Two (2) in the Fred Yeager Addition to Tulsa Creek Station, Indian Territory.

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 J. J. or Lena Angersbach, their heirs and assigns and unto their 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 parties 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 parties of the second part, in one or more insurance companies satisfactory to the said parties of the second part, against fire, lightning or tornadoes. Should the parties of the first part make default in the performance of any of these stipulations, the said parties of the second part may immediately perform and discharge the same, and all accounts so expended by the said parties 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, Kate Yeager, wife of said C. F. Yeager, do hereby release and quit-claim unto the said J. J. or Lena Angersbach, their heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said C. F. Yeager & wife Kate Yeager, their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. J. or Lena Angersbach, their heirs, 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.

C. F. Yeager (L. S.)  
Kate Yeager (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 Oklahoma District of Indian Territory aforesaid, duly commissioned and acting C. F. Yeager 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 Kate Yeager wife of said C. F. Yeager 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 on this 10th day of October 1907  
(SEAL) Matthias D. B. J. C. D. Coggeshall Notary Public.  
My commission expires May 14th 1911

Filed for record Oct 11 1907 at 11 o'clock a.m. Arthur L. Loomis  
Deputy Clerk & Ex-Officio Recr.