

No. 76.

P. D. M.
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W. L. Button and Susie Button, his wife

to

Real Estate Mortgage

Farm and Home Savings and Loan Association
of Missouri.

This Indenture, made this twentieth day of June 1906, between W. L. Button, and his wife, Susie L. Button of Tulsa, Creek Nation, in Western District, Indian Territory, parties of the first part, and The Farm and Home Savings and Loan Association of Missouri, a corporation organized under the laws of the state of Missouri with its home office at Nevada, Mo., party of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Eighteen Hundred dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have sold, and by these presents do grant, convey and confirm unto the said party of the second part, its successors and assigns forever, all the following described real estate, lying and situated in Western District, Indian Territory, to wit: The North Half of the North Half, ($\frac{1}{2}$ of $\frac{1}{2}$) of Lot number four (4), and the South Half of Lot number five (5), in Block number one hundred and forty-four (144), in the Original Townsite of Tulsa, Indian Territory, according to the United States survey thereof, and allowing for the variation of the Townsite from the true meridian and all improvements thereon.

And, also, the $\frac{1}{10}$ shares of the capital stock of said Association, represented and evidenced by the certificate thereof numbered 5775 with all the rights, privileges, and appurtenances thereunto belonging or in anywise appertaining, and all right, title, estate and interest of said grantors in and to said premises, including all homestead rights, which are hereby expressly waived and released, together with all rents of above described property, with full power and authority to collect the same in case the conditions of this mortgage become broken in any particular, and with all and singular the tenements, hereditaments and appurtenances thereunto belonging. If the said premises should be occupied by a tenant or tenants, and at any time the grantors herein should fail to pay their monthly dues, interest, bonus or any fines, penalties or charges due from them to said party of the second part, then said Association is authorized to receive and receipt for all rents accruing from said property, and apply the same on said dues, interest, bonus, premiums, fines, penalties, taxes, insurance or other charges. In Trust, However, for the following purpose:

To Have And To Hold The same, unto said party of the second part, its successors and assigns forever. Said parties of the first part hereby covenant with said party of the second part, its successors and assigns, that at the delivery hereof they are the true and lawful owners of the said premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, that there is no one in adverse possession of same, and that they will warrant and defend the same against the lawful and equitable claims of all persons whomsoever.

Provided always, and these presents are upon the express conditions that, whereas, the said party of the second part, at the special instance and request of said parties of the first part, loaned and advanced to W. L. Button and his wife, Susie L. Button the sum of Eighteen Hundred and 00/100 dollars;

And Whereas, said parties of the first part agree with the said party of the second part, its successors and assigns, to pay all taxes and assessments, general and special, against said lands and improvements