

P.D. 121
P.L. 21
C. 1.
C. 1.

Charles E. Crosby and Wife,

To

Ed.

Baker,

Mortgage & Deed.

Know all Men by These Presents: That I Charles E. Crosby and Elizabeth W. Crosby his wife of Bixby in Indian Nation D.T. of the first part for and in consideration of the sum of Two Hundred and no/100 Dollars to them in hand paid by Ed Baker of Bixby D.T. of the second part the receipt whereof is hereby acknowledged, have granted, bargained and sold, and do hereby grant, bargain sell and convey unto the said Ed Baker and unto his heirs and assigns, the following described real estate situated in Western Dist. Ind. Ter. as follows: The North One half of the North East quarter and the South East quarter of the North East quarter of Section Seventeen (17) Township Seventeen (17) North Range Thirteen (13) East of the Indian Base and Meridian in the Indian Ter. containing One Hundred twenty (120) acres more or less according to the U. S. Survey thereof.

To have and to hold the same unto the said Ed Baker and unto his heirs and assigns forever, with all the privileges and appurtenances thereto belonging.

And we, the said Charles E. and Elizabeth W. Crosby his wife, for ourselves and our heirs, executors, administrators and assigns, covenant with the said Ed Baker his heirs and assigns, that we lawfully seized in fee of the abovegranted premises; that they are free from all incumbrances; that we have good right to sell and convey the same to the said Ed Baker his heirs or assigns as aforesaid; and that we will and our heirs, executors and administrators, shall forever warrant and defend the title to said real estate against all lawful claims and demands whatever.

And I the said Elizabeth W. Crosby wife of the said Charles E. Crosby for and in consideration of the said sum of money do hereby release and quit claim, transfer and relinquish, unto the said Ed Baker and his heirs and assigns all my right or possibility of dower in or to said lands.

The foregoing conveyance is on conditions: That whereas the said Charles E. Crosby and Elizabeth W. Crosby are justly indebted to the said Ed Baker in the sum of Two Hundred and no/100 Dollars for borrowed money, evidenced by a certain Promissory note of even date as follows Aug 13, 1906 and due one year after date at 8% Int.

Now if the said Charles E. Crosby and Elizabeth W. Crosby shall for cause said note to be paid with interest according to the tenor and effect thereof, then this instrument to be null and void; otherwise to remain in full force and effect.

And it is hereby further stipulated that during the continuance of this instrument in force, the said Charles E. Crosby shall at all times keep all taxes fully paid, as required by law, and shall keep the buildings on said premises insured against loss or damage by fire and tornado in the sum of not less than \$ —; loss, if any, payable to the said — as his interest may appear.

And it is further Hereby Agreed, That in case the said Charles E. Crosby shall make default in payment of taxes or of keeping said building insured as aforesaid, then the said Ed Baker or his legal representative may pay such taxes, and effect such insurance, and the amount necessarily expended therefor, with interest at 8 percent per annum from the date of such expenditure until repaid shall be considered a loan, the repayment of which is intended to be hereby secured. And we hereby waive all rights of appraisal or redemption to which we are entitled under the Acts of the Legislature, approved March 12, 1879 and March 12, 1883 respectively.

And if default be made in payment of the same hereby secured at maturity or when the same or either of them becomes due and payable, then the said grantee, or his assign agent or attorney shall have power to sell said property at public sale to the highest bidder for cash in Bixby, D.T. public notice of the time and place of said