

C. 11-2111

70.761.

P. D. M.
P. L.
C. L.
C. D.
C. I.

Mary W. Crosby,

To

Ed. Baker,

Mortgage deed.

Know all Men by these Presents: That I Mary W. Crosby and — his wife, of Picky in Creek Nation of Indian Ter for and in consideration of the sum of Five Hundred and no/100 dollars, to me in hand paid by Ed Baker of Picky Ind. Ter 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 The East Half of the North East quarter and the North West quarter of the North East quarter of section eighteen (18) Township Seventeen (17) North, and range Thirteen (13) East, of the Indian Base and Meridian in the Indian Ter, containing One Hundred twenty (120) acres 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 I, the said Mary W. Crosby for myself and my heirs, executors, administrators and assigns, ^{that I lawfully seized of the premises} ~~that I lawfully seized of the premises~~ ^{that they are free from all encumbrances;} covenant with the said Ed. Baker his heirs and assigns, that I have good right to sell and convey the same to the said Ed. Baker his heirs and assigns as aforesaid; and that I will and my 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 — wife of the said — found in consideration of the said sum of money, do hereby release and quit claim, transfer and relinquish unto the said — and his heirs and assigns, all my right or possibility of dower in or to said lands.

The foregoing conveyance is on condition, that whereas, the said Mary W. Crosby is justly indebted to the said Ed. Baker in the sum of Five Hundred dollars, for borrowed money evidenced by a certain Promissory note of even date to wit Dated Aug. 13-1906 and due one year after date.

Now if the said Mary W. Crosby shall pay or 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 Mary W. Crosby shall at all times keep full 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 Mary W. Crosby shall make default in payment of taxes or of keeping said building insured as aforesaid, then the said — 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 sum the payment of which is intended to be hereby secured. And we hereby waive all rights of offset or set-off 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 — public notice of the time and place of said sale having first been given 30 days, by advertising in some newspaper published in said district.