

## MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 14th day of December A. D. 1907, between Mary A. Crosby of Bixby, Okla. and B. M. Crosby her husband A. Soderhjelm his wife, and

of Bixby, witnesseseth, that WHEREAS, the said Mary A. Crosby is justly indebted to the said A. Soderhjelm in the sum of Two hundred sixty Dollars, (\$ 260.00), which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due June 12, 1908, for \$ 260.00; one note due June 12, 1908, for \$ 260.00; and one note due June 12, 1908, for \$ 260.00.

NOW THEREFORE, the said Mary A. Crosby and B. M. Crosby her husband, 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 A. Soderhjelm heirs and assigns forever, the following described real estate, to-wit:

All of Lot number number two (2) in Block eleven (11) in the original town of Bixby according to plat on file of said town of Bixby.

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 A. Soderhjelm heirs and assigns and unto his own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part A. of the first part, covenant and agree with the said part A. 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 A. of the second part, heirs and assigns, in one or more insurance companies satisfactory to the said part A. of the second part, against fire, lightning or tornadoes. Should the part A. of the first part make default in the performance of any of these stipulations, the said part A. of the second part may immediately perform and discharge the same, and all accounts so expended by the said part A. 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, B. M. Crosby husband, wife of said Mary A. Crosby, do hereby release and quit-claim unto the said A. Soderhjelm heirs and assigns, all my right, claim, or possibility of dower in and out of the afore described premises.

CONDITIONED, However, that if the said Mary A. Crosby heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said A. Soderhjelm 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.

Mrs Mary A. Crosby (L. S.)  
B. M. Crosby (L. S.)

State of Oklahoma  
UNITED STATES OF AMERICA.  
WESTERN DISTRICT  
INDIAN TERRITORY, } SS.

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the County of Tulsa District of Indian Territory aforesaid, duly commissioned and acting Mary A. Crosby 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 B. M. Crosby wife of said Mary A. Crosby 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 Public on this 14th day of December 1907.

My commission expires June 12 1908.

[SEAL]

Notary Public.

Filed for Record Jan 12 1908 at 1:00 o'clock A. M.

H. C. Walker Deputy Clerk & Ex. Officer Recorder.

Bixby, Okla Dec 14-1907  
Came on before June 12 1908 after date of promise to pay to the order of A. Soderhjelm Two Hundred Sixty and 00/100 Dollars at Bixby paid interest at rate of 8% paid amount until paid  
360.00  
Mrs Mary A Crosby