

## MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 18<sup>th</sup> day of January A. D. 1908, between James M. Buntin single of Rosevelt Co. N. Mex. and Alice L. Crosby his wife, and Tulsa Okla., witnesseth, that

WHEREAS, the said James M. Buntin is justly indebted to the said Alice L. Crosby in the sum of Twelve hundred Dollars, (\$ 1200<sup>00</sup>), which is evidenced by two certain promissory notes of even date herewith, to-wit:

One note due March 20, 1907, for \$ 400<sup>00</sup>; one note due January 18, 1908, for \$ 800<sup>00</sup>; and one note due January 18, 1908, for \$ 800<sup>00</sup>.

NOW THEREFORE, the said James M. Buntin, and Alice L. Crosby, 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

Alice L. Crosby, her heirs and assigns forever, the following described real estate, to-wit:

The west half of the south west quarter of section fourteen (14) of Township twenty (20) N. Range thirteen (13) E. and the north east quarter of the south east quarter and the northwest quarter of the southeast quarter of the south east quarter of section fifteen (15) Township twenty (20) N. Range thirteen (13) E. Less the Santa Fe Ry right of way

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 Alice L. Crosby her heirs and assigns and unto her own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part of of the first part, covenant and agree with the said part of 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 of of the second part, her heirs and assigns, in one or more insurance companies satisfactory to the said part of of the second part, against fire, lightning or tornadoes. Should the part of of the first part make default in the performance of any of these stipulations, the said part of of the second part may immediately perform and discharge the same, and all accounts so expended by the said part of of the second part, her 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, Alice L. Crosby, wife of said James M. Buntin, do hereby release and quitclaim unto the said James M. Buntin her 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 James M. Buntin his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Alice L. Crosby her executors, administrators, or assigns, the aforesaid sum of of money, with interest thereon, according to the tenor of said note s, then this instrument shall be void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal on this the day and year first above written.

James M. Buntin (L. S.)  
Alice L. Crosby (L. S.)

Tulsa Co. Okla.  
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 Tulsa Co. Okla. Notary Public aforesaid, duly commissioned and acting James M. Buntin single to me known as the mortgagor in 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 Alice L. Crosby wife of said James M. Buntin 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 27<sup>th</sup> day of January 1908

My commission expires 7/2/1910

[SEAL]

Robert C. Lynch  
Notary Public.

Filed for Record Feb 7 1908 at 2<sup>30</sup> o'clock P. M.

(Seal)

H. C. Walchley  
Deputy Clerk & Ex-Officio Recorder