

MORTGAGE OF REAL PROPERTY.

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

THIS INDENTURE, Made this 27th day of October A. D. 1906 between George S. Bayne of Tulsa, Indian Territory and Mabel P. Bayne his wife, and Annie Taylor Jones of Washington, D. C. witnesseth, that

WHEREAS, the said George S. & Mabel P. Bayne are justly indebted to the said Annie Taylor Jones in the sum of Four thousand no/100 DOLLARS, (\$4,000.00) which is

evidence by three certain promissory notes of even date herewith, to-wit:
 One note due Oct. 27th, 1906, for \$4,000.00; interest note due April 27th, 1907, for \$160.00
 One note due October 27, 1906, for \$160.00 for interest, and one note due April 27th, 1907, for \$160.00 and one interest note due October 27th, 1906 for \$160.00 George S. Bayne and

NOW, THEREFORE, the said Mabel P. Bayne 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 Annie Taylor Jones her heirs and assigns forever, the following described real estate, to-wit:

The East Eighty (80) feet of the South One Half (1/2) of the North One Half (1/2) of Lot Seven (7) in Block One Hundred Four (104) according to the original plat of the town of Tulsa, Creek Nation, Indian Territory; said plat approved by the Secretary of Interior April 11th, 1902.

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 Annie Taylor Jones her heirs and assigns and unto their own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said parties of the first part, covenant and agree with the said party 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 party of the second part her heirs and assigns in one or more insurance companies satisfactory to the said party of the second part, against fire lightning or tornadoes. Should the parties of the first part make default in the performance of any of these stipulations, the said party of the second part may immediately perform and discharge the same, and all accounts so expended by the said party 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, Mabel P. Bayne wife of said George S. Bayne, do hereby release and quit-claim unto the said Annie Taylor Jones her heirs and assigns, all my right, claim, or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said George S. Bayne & Mabel P. Bayne their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Annie Taylor Jones her 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.

George S. Bayne

(L.S.)

Mabel P. Bayne

(L.S.)

UNITED STATES OF AMERICA,
 WESTERN DISTRICT
 INDIAN TERRITORY

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public within and for the Western District of Indian Territory aforesaid, duly commissioned and acting, George S. Bayne 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 Mabel P. Bayne wife of said George S. Bayne 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 on this 27th day of October, 1906.

[SEAL] Western District, Indian Territory

C. W. Coggeshall

Notary Public

My commission expires May 15th, 1907

Filed for record Oct 27, 1906 at 10:30 o'clock A. m.

Oliver Linton
Register, Clerk and Ex-officio Recorder