

MORTGAGE OF REAL PROPERTY.

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

THIS INDENTURE, Made this 12th day of December, A. D., 1906, between Lewis N. Butts (Widower)
 of Indian Territory and his wife, and Annie Taylor Jones,
 of Washington, W. C., witnesseth, that

WHEREAS, the said Lewis N. Butts is justly indebted to the said

Annie Taylor Jones
 in the sum of Two thousand no/100 DOLLARS, (\$2000.00) which is

evidence by this certain promissory note of even date herewith, to-wit:

One note due December 12, 1906, for \$2000.00; interest June 12, 1907, for \$50.00.
 One note due December 12, 1907, for \$50.00; and one note due June 12, 1908, for \$50.00, and one
 interest note due December 12, 1906, for \$50.00. Lewis N. Butts and

NOW, THEREFORE, the said Lewis N. Butts and
 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

That heirs and assigns forever, the following described real estate, to-wit:
The North Fifty (50) feet of Lot Two (2) in Block One Hundred & Twenty-two (122), according to the original
plat of the town of Tulsa, Creek Nation, Indian Territory, as 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 party 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
 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 party 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,
 wife of said Lewis N. Butts do hereby release and quit-claim unto the said Annie Taylor Jones
 heirs and assigns, all my right, claim, or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Lewis N. Butts His

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

Lewis N. Butts (I, S.)
 (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 Lewis N. Butts
 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 Annie Taylor Jones wife of said
Lewis N. Butts to me well known, and in the absence of her said husband declared that she was of
 her own free will, executed said deed and signed and sealed the relinquishment of dower and homestead 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 12th day of December, 1906

[SEAL] Western District, Indian Territory C. W. Coggeshall Notary Public.
 My commission expires May 15th, 1907

Filed for record Dec. 12, 1906, at 2:30 o'clock P. M.

Oliver Lorton
Register, Cherokee County, Oklahoma