

MORTGAGE OF REAL PROPERTY.

299

F.B.I.
C.L.
C.D.
C.I.

THIS INDENTURE, Made this 21 day of June A. D. 1907 between F. W. Cruthers
Tulsa Indian Territory and Carl M. Brown his wife, and
of Tulsa Indian Territory witnesseth, that

WHEREAS, the said F. W. Cruthers is justly indebted to the said
Carl M. Brown
in the sum of Sixty DOLLARS (\$ 60.00) which is
evidence by a certain promissory note of even date herewith, to-wit:

One note due August 6, 1907, for \$ 60.00; one note due 190 for \$
One note due 190 for \$ and one note due 190 for \$

NOW, THEREFORE, the said F. W. Cruthers and
his wife, for the better securing the payment of the money aforesaid, with in-
terest thereon according to the tenor and effect of said note above mentioned, do hereby grant, bargain, sell and convey unto the said Carl M.
Brown heirs and assigns forever, the following described real estate, to-wit:

Lot 5, 6 and seven in Block 2, in
the west Tulsa Addition to the Town of
Tulsa Indian Territory

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 Carl M. Brown
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 of the first part, covenant and agree with the said part 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 the second part
heirs and assigns in one or more insurance companies satisfactory to the said part of the second part, against fire, lightning or tornadoes. Should the part of the first
part make default in the performance of any of these stipulations, the said part of the second part may immediately perform and discharge the same, and all accounts
so expended by the said part of the second part, heirs or assigns, in paying said taxes, insurance premiums, loans 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
wife of said do hereby release and quit-claim unto the said
heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises

CONDITIONED, However, that if the said F. W. Cruthers his
heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Carl M. Brown
his 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.
F. W. Cruthers (L.S.)
(I.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 F. W. Cruthers
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 wife of said
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 Official on this 21 day of June 1907
[SEAL] Western District Notary Public
My commission expires none written

Filed for record June 21 1907 at 2 o'clock P.M. Otis Lorton
Dep. Clerk
Essex Co. Recorder