

## MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 20th day of July, A. D., 1907, between Thomas A. Butler and Nashti Butler, his wife, and James Bowen of Tulsa, Oklahoma, witnesses, that

WHEREAS, the said Thomas A. Butler and Nashti Butler are justly indebted to the said James Bowen in the sum of Five hundred and sixty DOLLARS (\$ 560 ) which is evidence by their certain promissory note of even date herewith, to-wit:

One note due July 20, 1908, for \$ 560 ; one note due 1909 for \$  
One note due 1909 for \$ and one note due 1909 for \$

NOW, THEREFORE, the said Thomas A. Butler and Nashti Butler 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 James Bowen heirs and assigns forever, the following described real estate, to-wit:

lots three, four, five and six in block one, and part of lots one and two, block one all in Highlands addition to Tulsa, Oklahoma, said parts of lots one and two being described as East half of lot two and the South 61 feet of lot one and the South 61 feet of the West half of lot two, in Block One.

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 James Bowen his heirs and assigns unto his 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 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, I, Nashti Butler wife of said Thomas A. Butler, do hereby release and quit-claim unto the said James Bowen his heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Thomas A. Butler and Nashti Butler heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said James Bowen 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, we have hereunto set our hand and seal on this the day and year first above written.

Thos. A. Butler (L. S.)

Nashti Butler (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 Thomas A. Butler 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 Nashti Butler wife of said Thomas A. Butler 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 20th day of July 1907

(SEAL) Western Dist. of Ind. J. A. Chas. Haggard Notary Public.

My commission expires July 8, 1911

Filed for record Jul 20, 1907, at 10:20 o'clock A.M. J. H. Horton

Deputy U. S. Clerk & Ex. Officer Rec.