

# MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 20th day of August, A. D., 1907, between George G. Bayne of Indian Territory and Mabel P. Bayne his wife, and A. A. Thayer of Cleveland Ohio, witnesses, that

WHEREAS, the said George G. Bayne and Mabel P. Bayne are justly indebted to the said A. A. Thayer in the sum of One Thousand DOLLARS (\$ 1000.00) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due April 1st, 1908, for \$ 1000.00; one note due 190, for \$ 1  
One note due 190, for \$ 1, and one note due 190, for \$ 1

NOW, THEREFORE, the said George G. Bayne and 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 A. A. Thayer his heirs and assigns forever, the following described real estate, to-wit:

Lot No. 20 (10) in the Bayne Addition to Tulsa, Indian Territory, said Bayne Addition being surveyed and platted from the South West Quarter of the Southeast Quarter of the Northwest Quarter of Section Twelve (12) Township Nineteen (19) and Range Twelve (12) East Creek Nation, 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 A. A. Thayer, his heirs and assigns and 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 parties 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 parties of the second part. his heirs and assigns in one or more insurance companies satisfactory to the said parties 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 parties of the second part may immediately perform and discharge the same, and all accounts so expended by the said parties 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 G. Bayne do hereby release and quit-claim unto the said A. A. Thayer his heirs and assigns, all my right, claim, or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said Mabel P. Bayne heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said George G. Bayne, 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.

George G. Bayne (I. S.)  
Mabel P. Bayne (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 George G. 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 G. 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, 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 20th day of August, 1907.  
(SEAL) West Dist. I. T. A. M. Greaves Notary Public.  
My commission expires Feb. 19, 1911.

Filed for rec. rd Aug 21, 1907, at 2:30 o'clock P. M. Clara Linton  
Deputy U. S. Clerk & As. Officer, Do.