

# MORTGAGE OF REAL PROPERTY.

RECORDED  
C. I.

THIS INDENTURE, Made this 20th day of August A. D., 1907, between George G. Bayne  
of Zuba, Cleveland, Tex. and Mabel P. Bayne his wife, and A. A. Zhayer  
of Cleveland Ohio, witnesseth, that

WHEREAS, the said George G. Bayne and Mabel P. Bayne are justly indebted to the said  
A. A. Zhayer  
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 \$ 1000.00

One note due 190, for \$ 1000.00, and one note due 190, for \$ 1000.00

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

Lot No. Nine (9) in the Bayne Addition to Zuba Ind.  
Said Bayne Addition being Surveyed and platted  
from the Southwest Quarter of the Southeast Quarter  
of the North West Quarter of Sec 12 Township Nineteen  
(19) Range Twelve (12) 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. Zhayer  
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 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 party of the second part. his  
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 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, 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. Zhayer  
Zhayer, 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 George G. Bayne and Mabel P. Bayne  
heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said A. A. Zhayer, 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 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 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 20th day of August 1907

[SEAL] West Dist. I. T. W. H. Thomas Notary Public.

My commission expires Feb 19 1911

Filed for rec'd Aug 21 1907 at 2:30 o'clock P. m.

John H. Hinton  
Deputy U. S. Clerk & Ex. Officer