

COMPANY

NO 1109

73

# MORTGAGE OF REAL PROPERTY.

D. 73  
P. 177  
C. L.  
C. D.  
C. L.

THIS INSTRUMENT, Made this 11th day of October A. D., 1906, between Sarah B. Buntin of Tulsa, Ind. Ter. and R. M. Buntin, her husband, his wife, and Minnetonka Lumber Co. witnesseth, that

WHEREAS, the said Sarah B. Buntin is justly indebted to the said Minnetonka Lumber Co. in the sum of Three Hundred Thirty - 00/100 DOLLARS, (\$330.00) which is evidence of by her certain promissory note of even date herewith, to-wit:

One note due Dec 11th, 1906 for \$330.00; one note due 1906 for \$      
One note due 1906 for \$     and one note due 1906 for \$    

NOW, THEREFORE, the said Sarah B. Buntin and R. M. Buntin, her husband 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 Minnetonka Lumber Co. its successors, heirs and assigns forever, the following described real estate, to-wit:

Lots eleven and twelve (11 & 12) in Block (2) in Belview 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 Minnetonka Lumber Co. its successors, heirs and assigns and unto its 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, its successors, 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, its successors, 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, R. M. Buntin husband of said Sarah B. Buntin do hereby release and quit-claim unto the said Minnetonka Lumber Co. its successors, heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises

CONDITIONED, However, that if the said Sarah B. Buntin and R. M. Buntin their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Minnetonka Lumber Co. its successors, 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.

Sarah B. Buntin (L. S.)

R. M. Buntin (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 Sarah B. Buntin and R. M. Buntin to me known as the mortgagors. In the foregoing instrument, and stated that they 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 Sarah B. Buntin wife of said R. M. Buntin 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 11th day of October 1906

(SEAL) Western District Indian Territory Chas. H. Haley Notary Public.

My commission expires June 29th 1907

Filed for record Oct 11 1906 at 7 o'clock P. M.

Wm. Linton  
Deputy Clerk and Ex-officio Recorder

For value received, I acknowledge satisfaction and payment in full of this

within mortgage, and same is hereby released.

Minnetonka Lumber Co.  
Signed and acknowledged before me Chas. H. Haley