

no. 1622.

August 19-54

P. D. M.
P. L.
C. L.
C. D.
C. I.

Frank Claypool and Wife,

To
Mort Lutton,

Real Estate Mortgage.

This Mortgage made on this 20th day of November A. D. 1906 by and between Frank Claypool and Emily Claypool, husband and wife, of Tulsa, Indian Territory, party of the first part, and Mort Lutton of Iowa, party of the second part.

Witnesseth: that for and in consideration of the sum of five hundred and no 100 the dollar, \$500.00 cash in hand paid by the said party of the second part, to the said parties of the first part, the receipt of which is hereby acknowledged, the said parties of the first part have granted, bargained and sold and do hereby grant, bargain, sell and convey unto the said party of the second part, his heirs, successors and assigns, the following tract of real estate situated in 25th ascending district, Indian Territory, to-wit:

The Northwest quarter of the Southeast quarter (NW. 34) of Section Twenty-nine (29), of Township Nineteen (19) north and of Range Thirteen (13) east of the Indian Base and Meridian containing forty acres, more or less, according to the official government plat and survey thereof.

To Have and to hold the same unto the said party of the second part, his heirs, successors and assigns forever, with all the privileges and appurtenances thereto belonging.

And the said parties of the first part, for themselves and their heirs, executors, administrators and assigns, covenant with the said party of the second part, that at the delivery hereof, are lawfully seized and possessed of an absolute and indefeasible estate of inheritance in fee simple in and to said real estate; that the same is free and clear of all incumbrances whatsoever, and that they have a good right to sell and convey the same to the said party of the second part, and that they will and their heirs, executors and administrators shall forever warrant and defend the title to said real estate unto the said party of the second part, their heirs, successors and assigns against all lawful claims and demands whatsoever.

And the said Emily Claypool wife of the said Frank Claypool for said consideration, does hereby release, relinquish, quit claim, transfer and convey unto the said party of the second part, his heirs, successors and assigns, all her right, claim or possibility of dower and homestead in or to said real estate forever.

The foregoing conveyance is in evidence that:

Whereas: The said parties of the first part unjustly indebted to the said party of the second part in the sum of five hundred and no 100 the dollar for money loaned to said first parties by said second party is evidenced by five certain principal promissory notes of even date herewith for five hundred and no 100 the dollar drawing interest at the rate of six per centum per annum until due and eight per centum interest after due until paid; said interest payable semi-annually as evidenced by interest coupon notes attached thereto and payable on the first days of May and November of each year until the maturity of said principal note; said interest notes drawing eight per centum per annum interest after due until paid.

Now if the said parties of the first part shall fail or cause to be paid said principal and interest notes according to the tenor and effect thereof and do not perform all and every other covenant and agreement herein, then this instrument shall be null and void, otherwise to remain in full force and effect.

It is further agreed by the said first parties hereto that during the continuance in force of this instrument they shall pay all taxes and assessments as and at the time required by law.

And it is further stipulated, that in case the said parties of the first part shall make default in the

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me on Dec 5-1906

Notary Public