1-26-56

No. 1623.

Signed and acknowledged before me 24 25 1911
Register of Deeds.

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

P. D. 27
P. I. 27
P. L.
C. L.
C. D.
C. I.

Frank Clayfool and Wife,
To
Mort Sutton,

Real Estate Mortgage.

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

Witnesseth: that for and in consideration of the sum of Six hundred and no/100ths Dollars, $600.00 cash in hand paid by the said party of the second part, to the said parties of the first part, the receipt whereof 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 28th recording district, Indian Territory, to-wit: The Northwest quarter of the southeast quarter (NW SE) of Section Twenty-nine (29), of Township Nineteen (19) North and of Range Thirteen (13) east of the Indian Base and Meridian; also the Northeast quarter of the south-east quarter (NE SE) of said Section Twenty-nine (29) of Township Nineteen (19) and of Range Thirteen (13) east of the Indian Base and Meridian, all the above and foregoing containing 80 acres of land. This mortgage is given subject to a prior mortgage of $500.00 given this day to Mort Sutton on the forty acres first above described, and also subject to two mortgages of $500.00 and $50.00 given on the 20th day of January 1906 to Daniel Evans and Mort Sutton on the forty acres last above described, containing eighty 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 thereunto 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, they 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, his heirs, successors and assigns against all lawful claims and demands whatsoever.

And the said Emily Clayfool wife of the said Frank Clayfool for said consideration, does hereby release, relinquish, quitclaim, 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 on condition that:

Whereas: the said parties of the first part are justly indebted to the said party of the second part in the sum of Six hundred & no/100ths Dollars for money loaned to said first parties by said second party as is evidenced by two certain principal promissory notes of even date herewith for Three hundred & no/100ths Dollars each bearing interest at the rate of seven 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 bearing eight per centum per annum interest after due until paid;

Now if the said parties of the first part shall pay or cause to be paid said said principal and interest notes