Wictor Shurlleff and Wise TO W. W. Hamilton 28A. D. 19.08, between Victor This Indenture, Made this 15 Th. day of January Shurthezzand Wige and m. Shurthey of \_\_County, in the State of Oklahoma, of the first part, and 20.20 Hamilton of Cedar Valle Vour State of Oklahoma, of the second part: WITNESSETH, That said part 28 of the first part, in consideration of the sum of figlee 200 Dollars, the receipt of which is hereby acknowledged, heirs and assigns, the following described by these presents Grant, Bargain, Sell and Convey unto said part of the second part. LESTATE, situated in\_\_\_\_\_\_County, and State of Okl REAL ESTATE, situated in all of Lot Vine (5) in Block Thirty Nine (39) in The Brigina Zown of Dular, and The Tror thirty Diglig (50) feet of Lot One (1) in Block Eighteen (18) in North (Tulea addition to Onla TO HAVE AND TO HOLD THE SAME, unto the said part of the second part heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever. PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Victor 9. Shurtley and Wige and M. Shurtlesp half\_this day executed and delivered. promissory note  $S_{int}$  in writing to said part of the second part, described as follows: Cene Bincipal notes even dale in the sum of \$ 1500.00, due January 15 The 1910; and four Sami annual Duterest notes of even (date, in The sum of \$ 60.00 each and due on the g metrioned date town 1: - July 15 PA - 1908 Jamary 15 R. 1909, July 15 R. 1909 and January 151 R. JT910. Now, if said partalled the first part shall pay or cause to be paid to said partan of the second part. heirs or assigns, said sum of money in the above described note. S. mentioned, together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But it said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said part do f the second part shall be entitled to the possession of said premises. And the said part do f the first part for said consideration do \_\_\_\_\_\_ hereby expressly waive an appraisement of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma. IN WITNESS WHEREOF, The said part accord the first part ha 22 hereunto set Our hand Sthe day and year first above written Victor D. Shurtlegy and M. Shurtlegy STATE OF OKLAHOMA, Ss. Before me C. D. Coggeshall a notary Black 1928, personally appeared Victor 9. Shurt. in and for said County and State on this\_ 15 Thday of less aid a M. Shustleff and Wife Ca to me known to be the identical perso executed the same as Their free and voluntary act and who executed the within and foregoing instrument, and acknowledged to me that A deed for the uses and purposes therein set forth. C. D. Coggerhall My Commission expires May 14 22 19 // notarial Seal.) - D. 19 18, at 5 o'clock Gu M. 30 This instrument was filed for Record on the H. C. Walkley. Register of Deeds. and duly recorded the ..... .day of Deputy, (Seal) IJ.\$.

40.47 J.D.

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