

1088 - MORTGAGE OF REAL ESTATE

This Indenture, Made this ninth day of January A. D. 1908, betweenC. B. Sauter and Lulu P. Sauter, his wifeof Tulsa County, in the State of Oklahoma, of the first part, andS. H. Coveyof Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of

Fifteen hundred and 00/100 Dollars, the receipt of which is hereby acknowledged,do hereby these presents Grant, Bargain, Sell and Convey unto said party of the second part his heirs and assigns, the following describedREAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

The southerly fifty (50) feet of lot No. one (1) in Block No. one hundred and seventy one (171) of the original town of Tulsa, Oklahoma, according to the official plat and survey thereof. The same having a frontage of fifty (50) feet on South Detroit Avenue and a uniform depth of one hundred and forty (140) feet to the alley running through said block.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part his 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 C. B. Sauter andLulu P. Sauter have this day executed and delivered their certain

promissory note in writing to said party of the second part, described as follows:

One note for \$500.00 - due July 1st. 1908 - One note for \$500.00 due January 1st. 1909. One note for \$500.00 - due July 1st. 1909.

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

Signed and acknowledged before me

S. H. CoveyJuly 22, 1909

Register of Deeds.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part his 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 if 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 party of the second part shall be entitled to the possession of said premises. And the said party of the first part hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said party of the first part have hereunto set their hand the day and year first above written.C. B. SauterLulu P. Sauter

Territory  
STATE OF OKLAHOMA, } ss.  
Tulsa COUNTY.

Before me, D. C. RoseNotary Publicin and for said County and State on this ninth day of January 1908, personally appeared C. B. Sauterand Lulu P. Sauter to me known to be the identical personswho executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.My Commission expires July 7th 1911notarizedD. C. RoseNotary PublicThis instrument was filed for Record on the 10th day of January A. D. 1908, at 7 o'clock AM,and duly recorded the 10th day of January 1908By H. C. Mackley Deputy.

Register of Deeds.

(Seal)