

Mid O. Self

To D. M. Sutton

71

1098 MORTGAGE OF REAL ESTATE

This Indenture, Made this 24<sup>th</sup> day of March A. D. 1908, between Mid O. Self and Ediga Self, husband and wife of Tulsa County, in the State of Oklahoma, of the first part, and D. M. Sutton

of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Sixty-three and 00/100 Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said parties of the second part, their heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: The Northeast quarter of the Southwest quarter and the West Half of the Southwest quarter of Section Two (2) of Township Seventeen (17) North and of Range Twelve (12) East of the Indian Base and Meridian, subject however to a prior mortgage of \$700.00 given this day to J. H. Byrnes.

TO HAVE AND TO HOLD THE SAME, unto the said parties of the second part, their 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 Mid O. Self and Ediga Self have this day executed and delivered their certain promissory note in writing to said parties of the second part, described as follows:

One note for \$63.00 due March 24<sup>th</sup> 1909 with interest at ten per cent after due.

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

Signed and acknowledged before me

D. M. Sutton

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Register of Deeds.

Now, if said parties of the first part shall pay or cause to be paid to said parties of the second part, their heirs or assigns, said sum of money in the above described note, 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 parties of the second part shall be entitled to the possession of said premises. And the said parties of 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 parties of the first part have hereunto set their hands the day and year first above written.

Mid O. Self  
Ediga Self

STATE OF OKLAHOMA, }  
Tulsa COUNTY. } ss.

Before me, D. C. Rose

Notary Public

in and for said County and State on this 24<sup>th</sup> day of March 1908, personally appeared Mid O. Self and Ediga Self, husband and wife, and to me known to be the identical persons who 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 7<sup>th</sup> 1911.

(Seal)

D. C. Rose

Notary Public

This instrument was filed for Record on the 25<sup>th</sup> day of March A. D. 1908, at 4:25 o'clock P. M., and duly recorded the day of 1908.

By Deputy.

(Seal)

H. C. Walkley

Register of Deeds.