

State of Oklahoma)
County of Tulsa) SS

Before me , D.C. Rose, a Notary Public in and for said County and State, on this 29th day of July 1908 personally appeared Samuel Owen and Mary Owen, husband and wife, to me known to be the identical persons who executed the within ~~a~~ foregoing instrument and acknowledged to me that executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official, the day and year last above written.

D.C. Rose

Notary Public

SEAL.

My commission expires July 7th 1911.

Filed for record Jul 30 1908 at 8:45 A.M. H.C. Walkley Reg of Deeds. (SEAL)

COMPARED

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

Indenture

Signed and acknowledged before me, *Mar 11-09*
H.C. Walkley
Register of Deeds.

-----; REAL ESTATE MORTGAGE :-----

This Indenture, Made this 29th day of July ~~1908~~ in the year of our Lord One thousand Nine Hundred and eight by and between Samuel Owen and Mary Owen husband and wife, of the County of Tulsa and State of Oklahoma, Parties of the first part, and F.M. Sutton of Tulsa, Oklahoma, party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Thousand Dollars to them in hand paid, by the party of the second part, the receipt whereof is hereby acknowledged have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm, unto said party of the second part, and to his heirs and assigns, forever, all the following described tract of land lying and situated in the County of Tulsa and State of Oklahoma : , to-wit:

The south half of the northwest quarter (S I 2 N W 1/4) of section number two (2) of Township numbered seventeen (17) North and of range numbered Thirteen (13) East of the Indian Base and meridian containing eighty acres more or less according to the Government survey thereof.

To have and to hold the same, with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining and all rights of homestead exemption unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery thereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, forever, against the lawful claims of all persons homsoever.

Provided Always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

FIRST: Said parties of the first part are justly indebted unto the said party of the second part in the principal sum of One Thousand Dollars being for a loan made by the said party of the second part to the said parties of the first part and payable according to the tenor and effect of one certain negotiable promissory note