

MORTGAGE OF REAL PROPERTY.

P.D. 1902
C.L.
C.D.
C.I.

THIS INDENTURE, Made this 2nd day of January, A. D., 1902, between Abie G. Sluey and
Elba L. Sluey husband & wife and Sutton & Evans his wife, and Sutton & Evans
attorneys in and for Sutton & Evans of Butte, D.T., witnesseth, that

WHEREAS, the said Abie G. Sluey and Elba L. Sluey are justly indebted to the said
Sutton & Evans
in the sum of One hundred & forty DOLLARS, (\$140.00) which is
evidence by five certain promissory notes of even date herewith, to-wit:

One note due Nov 1, 1902, for \$25.00; one note due Nov 1, 1902, for \$25
One note due Nov 1, 1902, for \$25.00, replaced Nov 1, 1910 and one note, due Nov 1, 1911 for \$25.00

NOW, THEREFORE, the said Abie G. Sluey and Elba L. Sluey his wife, for the better securing the payment of the money aforesaid, with in-
terest thereon according to the tenor and effect of said note above mentioned, do hereby grant, bargain, sell and convey unto the said Sutton & Evans
their heirs and assigns forever, the following described real estate, to-wit:

The East one half (1/2) of the South East Quarter (SE 1/4) of Section Twelve (12) Township Seventeen
(17) North and Range Thirteen (13) E. Indian Base & Meridian.

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

Signed and acknowledged before me Oct 15-09

Register of Deeds

with all the improvements thereon at the present time, or that hereafter may be placed thereon, together with all the privileges and appurtenances thereto belonging.

TO HAVE AND TO HOLD the above granted, bargained, and described premises unto the said Sutton & Evans their
heirs and assigns unto their own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part of the first part, covenant and agree with the said part of the second part,
to keep the improvements on the said property at all times in a state of good repair and constantly insured for the benefit of the said part of the second part
heirs and assigns in one or more insurance companies satisfactory to the said part of the second part, against fire, lightning or tornadoes. Should the part of the first
part make default in the performance of any of these stipulations, the said part of the second part may immediately perform and discharge the same, and all accounts
so expended by the said part of the second part, heirs or assigns, in paying said taxes, insurance premiums, liens or special assessments or in protecting said title, or
making said repairs, shall become a debt due in addition to the indebtedness aforesaid, and secured in like manner by this mortgage, and shall bear interest from the
time of the payment thereof at the rate of eight per cent per annum payable on demand.

And for the consideration aforesaid, and for divers other good and valuable considerations, We Abie G. Sluey & Elba L. Sluey
husband & wife do hereby release and quit-claim unto the said Sutton & Evans
their heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises

CONDITIONED, However, that if the said Abie G. Sluey and Elba L. Sluey their
heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Sutton & Evans their
executors, administrators, or assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said note, then this instrument shall be void
otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, We have hereunto set our hands on this the day and year first above written.

Abie G. Sluey

(L. S.)

Elba L. Sluey

(L. S.)

UNITED STATES OF AMERICA,
WESTERN DISTRICT,
INDIAN TERRITORY

BE IT REMEMBERED: That on this day, came before me, the undersigned, a Notary Public
within and for the Western District of Indian Territory aforesaid, duly commissioned and acting Abie G. Sluey and Elba L. Sluey
to me known as the mortgagors in the foregoing instrument, and stated that they had executed the same for the consideration and purposes therein mentioned and
set forth, and I believe as certified.

And on the same day voluntarily appeared before me, the said Elba L. Sluey wife of said
Abie G. Sluey to me well known, and in the absence of her said husband declared that she had, of
her own free will, executed said deed and signed and sealed the relinquishment of dower and homestead in said mortgage for the consideration and purposes therein
contained and set forth, without compulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary Public on this 2nd day of January, 1902

(SEAL) Western District Indian Territory

Notary Public

My commission expires Dec 26 1902

Filed for record Jan 9, 1902, at 11 o'clock P. M.

Oliver Lorton
County Clerk and Ex-officio Recorder