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P. D. 27
P. L. ...
C. L. ...
C. D. ...
C. I. ...

Joseph J. Shockey,
To

Second
Real Estate Mortgage.

E. W. Lilly.

This Indenture made this 30th day of January A.D. One thousand, Nine Hundred and Seven, by and between Joseph J. Shockey and S. J. Shockey, husband and wife of Tulsa, Ind. 1st part - of the first part, and E. W. Lilly, of Tulsa, Okla., party of the second part,

Witnesseth: That the said party of the first part, for and in consideration of Forty & no/100 Dollars, in hand paid by the said party of the second part, to the said party of the first part, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do hereby grant, bargain, sell and convey unto the said party of the second part, and his successors and assigns forever, all the following described tract, piece or parcel of land, lying and situate in the 28th Recording District of the Indian Territory, to-wit: The South-east Quarter (S.E. 1/4) of the South-west Quarter (S.W. 1/4) and the North-west Quarter (N.W. 1/4) of the South-west Quarter (S.W. 1/4) of South-east Quarter (S.E. 1/4) of Section five (5), Township Twenty (20) North, Range Thirteen (13) East, containing fifty acres more or less, according to the Government survey thereof.

To Have and To Hold, the same, with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining, unto the said party of the second part, his successors and assigns forever. And the said party of the first part for them and their heirs, executors, administrators and assigns do hereby covenant and agree to and with the said party of the second part, that at the delivery hereof, they are the lawful owners of the premises above granted, and seised and possessed in fee of an absolute and indefeasible estate of inheritance therein; that they have good right to sell and mortgage the same as aforesaid; that they have done no act to encumber said premises and that the same are free and clear of all encumbrances whatsoever except a mortgage dated Jan. 30, 1907 to F. F. Woodward for \$800, and interest, which is a prior and first lien to that hereby created, and that they will, and their heirs, executors, administrators and assigns shall forever warrant and defend the same all and singular in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

And, S. J. Shockey, wife of the said Joseph J. Shockey, for the consideration and purpose aforesaid, do hereby relinquish, quit claim, transfer and convey unto the said second party, its successors and assigns, all my right, claim or possibility of dower and homestead in and to said real estate forever.

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

First, said Joseph J. Shockey and S. J. Shockey, husband and wife are justly indebted to the said party of the second part, in the principal sum of Forty & no/100 Dollars, and are payable according to the tenor and effect of one certain promissory note bearing date January 30th, 1907 and payable February 1st 1908.