

This Indenture, Made this 4th day of January A. D. 1908, between Thompson Cowans and Mabel Cowans, his wife of Cowley County, in the State of Kansas, of the first part; and J. W. Raley of Cowley County, in the State of Kansas, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of One hundred and fifty (100.00) Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2^d of the second part his heirs and assigns, the following described REAL ESTATE, situated in the County, and State of Oklahoma, to-wit:

The southwest quarter (1/4) of the southwest quarter (1/4) of section seven (7), in township nineteen (19) Range fourteen (14) of the Indian Base and Meridian in Creek Nation, containing 40 acres according to the United Survey thereof.

TO HAVE AND TO HOLD THE SAME, unto the said part 2^d of the second part 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 Thompson Cowans and Mabel Cowans have this day executed and delivered one certain promissory note in writing to said part 2^d of the second part, described as follows: of which the following is a copy:

Winfield, Kansas, January 4th 1908
October 1st 1908 - at this date, for value received, we, each as
principals jointly and severally, promise to pay to the order
of J. W. Raley at the First National Bank, of Winfield, Kansas
the sum of One hundred and fifty dollars with interest
from date at the rate of ten percent per annum, if not
paid when due.

B. C. Winfield, Kansas

Thompson Cowans
Mabel Cowans

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2^d of the second part his 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 and sums, and interest thereon, shall and by the parties then become due and payable, and said part 2^d of the second part shall be entitled to the possession of said premises. And the said part 1st of the first part for said consideration do 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 part 1st of the first part has his hereunto set their hand at the day and year first above written.

Thompson Cowans
Mabel Cowans

STATE OF KANSAS

Cowley County, ss. Before me, the undersigned a Notary Public, do certify that Thompson Cowans and Mabel Cowans his wife who are personally known to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as free and voluntary act and deed for the uses and purposes therein set forth and affording official seal, the day and year last above written
My Commission expires Oct. 21, 1909

(Seal)

John W. Hamlin
Notary Public

This instrument was filed for Record on the 8 day of January A. D. 1908, at 5 o'clock a. M., and duly recorded the 19 day of January 1908

By H. C. Wackley Deputy.

(Seal)

Register of Deeds.