

C. R. Aubrey et al

TO D. S. Steele

1908. MORTGAGE OF REAL ESTATE

119, R. 2, P. 2, S. 2, AT 1000 S

This Indenture, Made this third day of June A. D. 1908, between
C. R. Aubrey and Lizzie Aubrey husband and wife
of Owba County, in the State of Oklahoma, of the first part, and
D. S. Steele
of Owba County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 2 of the first part, in consideration of the sum of
five hundred Dollars, the receipt of which is hereby acknowledged,
do hereby these presents Grant, Bargain, Sell and Convey unto said party of the second part Liz heirs and assigns, the following described
REAL ESTATE, situated in Owba County, and State of Oklahoma, to-wit:

Lot four (4) in Block four (4) in Friend and Gillette
Addition to the City of Owba as shown by plat on record.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part Liz 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 C. R. Aubrey
has this day executed and delivered one certain
promissory note in writing to said party of the second part, described as follows:

Dated June 3, 1908, for the sum of five hundred dollars
with interest at the rate of eight per cent per annum;
from date due in sixty days from date.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part Liz 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 party of the second part shall be entitled to the possession of said premises. And the
said party 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 party of the first part has hereunto set their hands the day and year first above written.

C. R. Aubrey
Lizzie Aubrey

STATE OF OKLAHOMA, }
Owba COUNTY. } ss.

Before me, L. K. Cone a Notary Public
in and for said County and State on this third day of June 1908, personally appeared C. R. Aubrey
and Lizzie Aubrey 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 their free and voluntary act and
deed for the uses and purposes therein set forth.

My Commission expires Aug. 24 1911
(Seal)

L. K. Cone

This instrument was filed for Record on the 4 day of June A. D. 1908, at 830 o'clock A. M.,
and duly recorded the 4 day of June 1908
By H. C. Walker Deputy.
(Seal) Register of Deeds.