

To

1008-MORTGAGE OF REAL ESTATE.

This Indenture, Made this 24th day of June A. D. 1908, betweenReuben L. Partridge and Bertha E. Partridge his wife
of Tulsa County, in the State of Oklahoma, of the first part, andLoren Conaway
of Tulsa County, in the State of Oklahoma, of the second part:WITNESSETH, That said part 1st of the first part, in consideration of the sum of thirty five hundred and no/100 Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2nd of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:The north east quarter of the northeast quarter of section sixteen township nineteen range thirteen also lot nineteen and lot twenty block twelve Lynch and Foyth addition to Tulsa Oklahoma.TO HAVE AND TO HOLD THE SAME, unto the said part 2nd of the second part his 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 Reuben L. Partridge and Bertha E. Partridge his wife have this day executed and delivered their certain promissory note in writing to said part 2nd of the second part, described as follows:copy of #2500 June 24th 1908.
Note One year after date we promise to pay to the order of Loren Conaway thirty five hundred and no/100 dollars for value received, with interest at the rate of 10 per cent per annum from date and if the interest be not paid annually to become as principal and bear the same rate of interest. This note is negotiable and payable without defalcation or discount, and without any relief or benefit whatever from delay, valuation, appraisement, or homestead exemption laws.Reuben L. Partridge
Bertha E. PartridgeNow, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 or sums, and interest thereon, shall then become due and payable, and said part 2nd 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 have hereunto set their hands the day and year first above written.Reuben L. Partridge
Bertha E. PartridgeSTATE OF OKLAHOMA, }
Tulsa COUNTY, } ss.Before me, Robert E. Lynch a Notary Public
in and for said County and State on this 24th day of July 1908, personally appearedReuben L. Partridge and Bertha E. Partridge to me known to be the identical persons 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 July 2nd 1910 (Seal)Robert E. Lynch
Notary PublicThis instrument was filed for Record on the 2 day of Jul A. D. 1908, at 4 o'clock P. M., and duly recorded the 19 day of July 1908By (Seal) Deputy.H. C. Walling
Register of Deeds.