

This Indenture, Made this 29 day of July A. D. 1908, between

Francis M. Himes  
of Okfuska County, in the State of Oklahoma, of the first part, and

Joan Conway  
of Okfuska 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

6 and 75 Dollars, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain, Sell and Convey unto said part 2 of the second part his heirs and assigns, <sup>all</sup> the following described REAL ESTATE, situated in City of Okfuska, Okfuska County, and State of Oklahoma, to-wit:

The north seventy five feet of Lot number Three, block number one hundred forty eight in the original town of Okfuska, Oklahoma.

TO HAVE AND TO HOLD THE SAME, unto the said part 2 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 Francis M. Himes has this day executed and delivered his certain

promissory note in writing to said part 2 of the second part, described as follows:

#164 <sup>40</sup>  
July 29, 1908.  
December 1st 1911 after date I promise to pay to the order of  
Joan Conway one hundred sixty four and <sup>40</sup>/<sub>100</sub> dollars  
for value received with interest at the rate of 10 per cent per  
annum from 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 stay, valuation,  
appraisement or homestead exemption laws.  
Francis M. Himes.  
Mo & Que.

Now, if said part 2 of the first part shall pay or cause to be paid to said part 2 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 2 of the second part shall be entitled to the possession of said premises. And the said part 2 of the first part for said consideration do hereby expressly waive an appraisement 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 2 of the first part has hereunto set his hand the day and year first above written.

Francis M. Himes.

STATE OF OKLAHOMA, } ss.

Okfuska COUNTY. Before me, Jacky Haggard, Notary Public  
in and for said County and State on this 29 day of July 1908, personally appeared Francis M. Himes and Joan Conway to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires July 9 - 1911.

(Seal)

Jacky Haggard,  
Notary Public.

This instrument was filed for Record on the 29 day of July A. D. 1908, at 4 o'clock P. M., and duly recorded the 29 day of July 1908.

By \_\_\_\_\_ Deputy.

(Real)

H. E. Walker,  
Register of Deeds.