

1908 MORTGAGE OF REAL ESTATE

This Indenture, Made this 23rd day of January, A. D. 1928, between Idd C. Conaway and Husband Loren Conaway, of Pulaski County, in the State of Oklahoma, of the first part, and J. J. Luns of Willow Springs, Missouri County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of One Hundred and 70 Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said parties of the second part Their heirs and assigns, the following described REAL ESTATE, situated in Pulaski County, and State of Oklahoma, to-wit:

All of Lot Three (13) in Block One Hundred and Sixty Three (163) according to the Original Plat of the Town of Tulsa.

TO HAVE AND TO HOLD THE SAME, unto the said parties of the second part Their 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 Idd C. Conaway and Husband Loren Conaway have this day executed and delivered Their certain promissory note in writing to said parties of the second part, described as follows:

One Principal note of \$500.00 due January 23rd. 1909., one interest note of \$20.00 due July 23rd. 1908, and one interest note of \$20.00 due July 23rd. 1909.

Now, if said parties of the first part shall pay or cause to be paid to said parties of the second part Their heirs or assigns, said sum of money in the above described note as 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 parties of the second part shall be entitled to the possession of said premises. And the said parties 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 parties of the first part have hereunto set Their hands the day and year first above written.

Idd C. Conaway.  
Loren Conaway.

STATE OF OKLAHOMA, } ss.  
Pulaski COUNTY, }

Before me, C. D. Coggeshall a Notary Public in and for said County and State on this 23rd day of January, 1928, personally appeared Idd C. Conaway and Loren Conaway 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 May 14th. 1911

(Notarial Seal)

C. D. Coggeshall

This instrument was filed for Record on the 24 day of Jan., A. D. 1928, at 3:45 o'clock P. M., and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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

H. C. McKley.

Register of Deeds.

(Seal)