

MORTGAGE OF REAL PROPERTY

C D C I	<p>THIS INDENTURE, made this <u>3rd</u> day of <u>July</u>, A. D. 1906, between <u>Loren Conaway</u> <u>Tulon S. I.</u> and <u>Ida Conaway</u>, his wife, and <u>Jane Affley</u> <u>Tulon S. I.</u>, witnesseth, that</p> <p>WHEREAS, the said <u>Loren Conaway & wife</u> <u>Jane Affley</u> in the sum of <u>Two Thousand Six hundred & Fifty one</u> DOLLARS. (<u>2,651 50</u>) which is evidence by <u>me</u> certain promissory note of even date herewith, to-wit:</p> <p>One note due <u>July 3rd</u>, 1907, for \$ <u>2,651 50</u>; one note due <u>1907</u>, for \$ _____ One note due <u>1907</u>, for \$ _____, and one note due <u>1907</u>, for \$ _____</p> <p>NOW, THEREFORE, the said <u>Loren Conaway</u> <u>Ida Conaway</u>, his wife, for the better securing the payment of the money aforesaid, with interest thereon according to the tenor and effect of said note above mentioned, do hereby grant, bargain, sell and convey unto the said <u>Jane Affley</u> heirs and assigns forever, the following described real estate, to-wit:</p> <p><u>All of lot No. 1, Block One Hundred and Sixty Three (163) as shown by official map of Tulon S. I.</u></p> <p>with all the improvements thereon at the present time, or that hereafter may be placed thereon, together with all the privileges and appurtenances thereto belonging.</p> <p>TO HAVE AND TO HOLD the above granted, bargained, and described premises unto the said <u>Jane Affley</u> <u>her</u> heirs and assigns and unto <u>her</u> own proper use, benefit and behoof forever.</p> <p>AND WHEREAS, For the further security of said indebtedness, the said party of the first part, covenant and agree with the said party of the second part, to keep the improvements on the said property at all times in a state of good repair and constantly insured for the benefit of the said party of the second part, heirs and assigns in one or more insurance companies satisfactory to the said party of the second part, against fire, lightning or tornadoes. Should the party of the first part make default in the performance of any of these stipulations, the said party of the second part may immediately perform and discharge the same, and all accounts so expended by the said party of the second part, heirs or assigns, in paying said taxes, insurance premiums, liens or special assessments or in protecting said title, or making said repairs, shall become a debt due in addition to the indebtedness aforesaid, and secured in like manner by this mortgage, and shall bear interest from the time of the payment thereof at the rate of eight per cent per annum payable on demand.</p> <p>And for the consideration aforesaid, and for divers other good and valuable considerations, I, <u>Ida Conaway</u>, wife of said <u>Loren Conaway</u>, do hereby release and quit-claim unto the said <u>Jane Affley</u> heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises.</p> <p>CONDITIONED, However, that if the said <u>Loren Conaway & Ida Conaway their</u> heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said <u>Jane Affley her</u> executors, administrators, or assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said note, then this instrument shall be void otherwise to remain in full force and effect.</p> <p>IN TESTIMONY WHEREOF, we have hereunto set our hand <u>S</u> on this the day and year first above written.</p> <p style="text-align: right;"><u>Loren Conaway</u> (L. S.) <u>Ida Conaway</u> (L. S.)</p> <p>UNITED STATES OF AMERICA, Western District of INDIAN TERRITORY</p> <p>BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public within and for the <u>Western</u> District of Indian Territory aforesaid, duly commissioned and acting <u>Loren Conaway</u>, to me known as the mortgagor, in the foregoing instrument, and stated that he had executed the same for the consideration and purposes herein mentioned, and set forth.</p> <p>And on the same day voluntarily appeared before me, the said <u>Ida Conaway</u>, wife of said <u>Loren Conaway</u>, to me well known, and in the absence of her said husband declared that she had, of her own free will, executed said deed and signed and sealed the relinquishment of dower and homestead in said mortgage, for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband.</p> <p>WITNESS my hand and seal as such, <u>Notary Public</u>, on this <u>7th</u> day of <u>July</u>, 1906.</p> <p>(SEAL) <u>Notary Public</u> My commission expires <u>7/5/1906</u>.</p> <p>Notary Public</p> <p>Filed for record <u>July 20, 1906</u>, at <u>8 o'clock P.M.</u> <u>Atchison</u> <u>County Clerk and Ex-officio Recorder</u></p>		
------------------	---	--	--