

and collected and the same thereof covered
in the same manner as the principal debt
originally secured. First party does hereby
expressly waive appointment of said real estate
should the same be sold under execution, order
of sale, or other final process, waive all benefits
of the stay or appointment laws of the State of
Oklahoma. As additional and collateral security for
the payment of the said notes the mortgagor hereby
assigns to said mortgage, his him and assigns
all the rights and benefits accruing to them under
all oil or mineral leases on said premises, these
assignments to terminate and become void upon
release of this mortgage. And said first party
does hereby release all rights of power and
conveyance and convey all rights of homestead in
said premises.

Witness my hand and seal this 13th day of January 1908.

E. W. Tully.

John W. Smith
Lillian Smith

State of Oklahoma }
County of Tulsa } ss

Before me Elsie Magnuson a
Notary Public in and for the above named County and
State on this 13th day of January 1908 personally appeared
John W. Smith and Lillian Smith to me personally
known to be the identical persons who executed the
above mortgage 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 in the presence of my signature and official
seal, this day and year last above written.

My commission expires May 13 1911

(Seal)

Elsie Magnuson

Filed for record Jan 22 1908 (Seal) J. C. McKinley

at 9:20 P.M.

Notary Public
Rep. of State