

This Indenture, Made this 15th day of April A. D. 1928, between Thos. L. Neves & Lucy M. Neves of Tulsa County, in the State of Oklahoma, of the first part, and Chas. W. Smith of Tulsa County, in the State of Oklahoma, of the second part;

WITNESSETH, That said parties of the first part, in consideration of the sum of Two thousand Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part of the second part his heirs and assigns, the following described

REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: Beginning at a point eighty-four (84) feet in a southerly direction from the N.W. corner of Block one hundred thirty-two in the City of Tulsa, Okla., then running in a southerly direction and parallel to Clinton Ave. this (33) feet, then running in an easterly direction and parallel to west third street one hundred and forty (40) feet to an alley, then at right angles in a westerly direction and parallel to said alley thirty (32) feet, thence at right angles running in a westerly direction on and parallel to west third street one hundred and forty (40) feet to the place of beginning, the same being sixteen feet of the southerly side of lot six (6) and seventeen (17) feet of the northern side of lot six (6) all in Section hundred and thirty-two (132) in the town of Tulsa, Okla. a city of first class and seat of county government.

TO HAVE AND TO HOLD THE SAME, unto the said part 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 first parties have this day executed and delivered one certain promissory note in writing to said part of the second part, described as follows:

One note dated April 15th, 1928, payable on or before four years from date for two thousand (\$2000.00) dollars with interest at the rate of ten per cent per annum, payable semi-annually. Any payment made on the principal must be made on date that interest is due, the parties of the first part thereby becoming released from interest on the amount paid after said payment. The parties of the first part also agree to pay an attorney's fee of twenty-five (\$25.00) dollars if same is collected by an attorney or by legal proceedings, and also agree to keep property insured to the amount of two thousand (\$2000.00) dollars in favor of the party of the second part.

Now, if said part of the first part shall pay or cause to be paid to said part 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 of the second part shall be entitled to the possession of said premises. And the said part 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 of the first part ha hereunto set hand the day and year first above written.

Thos. L. Neves
Lucy M. Neves

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY. } Before me, Phil C. Harmon a Notary Public
in and for said County and State on this 15th day of April 1928, personally appeared Thos. L. Neves and Lucy M. Neves (his wife) 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 June 10th 1929 (reab) Phil C. Harmon

This instrument was filed for Record on the 15 day of Apr A. D. 1928, at 4:30 o'clock P.M., and duly recorded the 19 day of Apr 1928
By (seal) Deputy. H. C. Washburn Register of Deeds.