

This Indenture,

Made this 28th day of April, A. D. 1928, betweenof Henry Anderson
Tulsa, Tulsa County, in the State of Oklahoma, of the first part, andof C. M. Smith
Tulsa, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of the sum of Fifty hundred fifty two Dollars, the receipt of which is hereby acknowledged, do all by these presents Grant, Bargain, Sell and Convey unto said part 2 of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa, Tulsa County, and State of Oklahoma, to-wit:

The north forty feet (40) of the south half of lot three (3) in the City of Tulsa as shown by the plat now on file. Together with the improvements thereon and appurtenances and immunities thereon.

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 Henry Anderson has this day executed and delivered a certain promissory note in writing to said part 2 of the second part, described as follows:

Note dated 4/28, 1928 due in 60 days with 10% from maturity if not paid at expiration of the 60 days

Now, if said part 1 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 1 of the first part for said consideration do all hereby expressly waive an appraisalment 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 1 of the first part has hereunto set his hand the day and year first above written.

Henry Anderson
C. M. Smith

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, C. W. Vincent a Notary Public

in and for said County and State on this 28th day of April, 1928, personally appeared

Henry Anderson and C. M. Smith 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 June 21st 1912 (Seal) C. W. Vincent

This instrument was filed for Record on the 28 day of Apr, A. D. 1928, at 4 o'clock P. M., and duly recorded the 28 day of Apr, 1928

By (Seal) Deputy. H. C. Walker Register of Deeds.