

John S. French et ux TO Charles W. Smith

1908 MORTGAGE OF REAL ESTATE.

RED. 9. BARNARD & CO., ST. LOUIS 5

This Indenture, Made this 2nd day of June A. D. 1908, between
John S. French and Annie L. French husband & wife
 of Adair, Adair County, in the State of Oklahoma, of the first part, and Charles W. Smith
 of Adair, Adair County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of (\$2700.00)
Twenty Seven Hundred Dollars, the receipt of which is hereby acknowledged,
 do hereby these presents Grant, Bargain, Sell and Convey unto said parties of the second part his heirs and assigns, the following described
 REAL ESTATE, situated in Adair, Adair County, and State of Oklahoma, to-wit: all of Lot one (1) of
two (2) Block Ten (10) having a total frontage of 170 ft. on North Chey-
enne St. Subject to a prior mortgages of \$880.00 on the north forty
(40) feet of the south fifty feet (50) of Lot one (1), all in Adair,
Adair, County, Oklahoma

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

Date June 2nd. 1908 and due December 2nd. 1908 with interest
 at ten per cent. 10% per annum from date and agreement to pay
 an attorney's fee of \$10.00 + 10% of this note if collected
 by an attorney or legal proceedings.
 Insurance to fully protect the amount of this
 loan to be kept up & carried in force.

Now, if said parties of the first part shall pay or cause to be paid to said parties of the second part or 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 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.

John S. French
Annie L. French

STATE OF OKLAHOMA.

Adair COUNTY. } ss. Before me, C. H. Vincent Notary Public
 in and for said County and State on this 4th day of June 1908, personally appeared John S. French
and Annie L. French 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 Jan. 21st. 1912

(Seal)

C. H. Vincent

This instrument was filed for Record on the 4 day of June A. D. 1908, at 11 o'clock A. M.,
 and duly recorded the 4 day of June 1908.
 By H. C. Wacker Deputy. (Seal) Register of Deeds.