

This Indenture, Made this 3rd day of July, A. D. 1908, between

Orange J. Smith
of Tulsa County, in the State of Oklahoma, of the first part, and

W. W. Smith
of Polk, Oregon County, in the State of Oklahoma, of the second part:

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

Lot numbered twelve (12) in Block numbered five (5) in the
Stanberry Addition to the City of Tulsa, Oklahoma as shown
by official plat and survey of said addition duly filed for
record. Valued at nine hundred dollars

TO HAVE AND TO HOLD THE SAME, unto the said part 1 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 Orange J. Smith had this day executed and delivered one certain promissory note in writing to said part 1 of the second part, described as follows:

Tulsa Okla. July 3rd, 1908.
One year after date I promise to pay to the order of W.
W. Smith five hundred dollars, at 5% at his address.
Due July 3rd, 1909. (Value received.)

Signed: Orange J. Smith.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 1 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 1 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 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 1 of the first part has hereunto set his hand the day and year first above written.

Orange J. Smith.

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY.

Before me, P. E. Berger a Notary.

in and for said County and State on this 3rd day of July, 1908, personally appeared

Orange J. Smith and W. W. 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 March 10th 1912 (Seal)

P. E. Berger

This instrument was filed for Record on the 3 day of July, A. D. 1908, at 5¹⁵ o'clock P. M., and duly recorded the 19 day of July, 1908.

By H. G. Walkey Deputy.

(Seal)

Register of Deeds.