

James O Smith TO George Payne

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This Indenture, Made this 2 day of February A. D. 1901, between James O Smith and Ida May Smith his wife of Tulsa County, in the State of Oklahoma, of the first part, and George P. Baugue 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 Three Hundred and fifty and no/100 Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said party of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

an undivided one fourth interest in and of the north east quarter of section thirty four (34) township nineteen (19) N. Range thirteen (13) E.

TO HAVE AND TO HOLD THE SAME, unto the said party 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 James O Smith has this day executed and delivered two certain promissory notes in writing to said party of the second part, described as follows:

one note of one hundred and fifty dollars with interest at 8% from date due on or before one year after date and one note of Two Hundred dollars with interest at 8% from date and due on or before two years after date

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part his heirs or assigns, said sum of money in the above described notes 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 party 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.

James O Smith
Ida May Smith

STATE OF OKLAHOMA, } ss.
Tulsa County.

Before me, Claude F. Tingley, notary public in and for said County and State on this 10th day of February 1901, personally appeared James O. Smith and Ida May Smith 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 Sept 17th 1910
notarial seal

Claude F. Tingley

This instrument was filed for Record on the 19th day of Feb A. D. 1901, at 2:30 o'clock P.M., and duly recorded the day of 1901.

By Deputy.

(seal)
H.C. Walkey
Register of Deeds.