

This Indenture, Made this 19th day of Sept, A. D. 1908, between

P. S. Smith and Prucilla Smith his wife

of W. R. McKee County, in the State of Oklahoma, of the first part, and

of _____ County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of of the first part, in consideration of the sum of

Sixty seven Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part of of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

The south twenty five feet of the north half of lot three (3) in block twenty-four (24) in the town of Tulsa, according to the official survey

TO HAVE AND TO HOLD THE SAME, unto the said part of 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

P. S. Smith & wife has on this day executed and delivered to him certain promissory note in writing to said part of of the second part, described as follows:

Copy
Okla. 15-1908 Tulsa, Oklahoma, Sept. 20, 1908.
Des. 15-1908 after date, for value received, we or either of us as principals, promise to pay to the order of W. R. McKee Sixty seven dollars at the central National Bank of Tulsa, Okla. with interest at eight per cent. per annum after maturity until paid. The principals, sureties, and endorses hereon severally waive protest, demand and notice of non payment and hereby agree that this note may be extended from time to time without notice, and without impairment of any obligations upon the part of any surety, guarantor or endorser hereon. If default is made we agree to pay a reasonable attorney fee for collection hereof.
P. S. Smith.
Prucilla Smith.
Okla. 15-1908
P. O.

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

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY.

Before me, Chas. Haley Notary Public in and for said County and State on this 21st day of Sept, 1908, personally appeared

P. S. Smith and Prucilla 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 June 29 1909 (Seal)

This instrument was filed for Record on the 22 day of Sept, A. D. 1908, at 10 o'clock AM, and duly recorded the 19 day of Sept, 1908 (Seal) H. C. Walker Register of Deeds.

By _____ Deputy.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me, Chas. Haley Notary Public.