

This Indenture, Made this 5th day of October A. D. 1908, between

John M. Smith and Celia Smith his wife

of Tulsa County, in the State of Oklahoma, of the first part, and

T. M. Conrad

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

Twenty-five 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:

The northeast quarter of the northeast quarter Sec. 2, Twp 18 N. and Range 13 E. of the Indian Base & meridian. This land is otherwise described as Lot 1, Sec. 1, Township, & range aforesaid & contains 40.00 a. acc'd to U.S. Survey. Subject to one certain Mtg. #500. of even date herewith duly of record

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 John M. Smith and Celia Smith his wife have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows:

Face \$75.00 with Int. at 6% from date - due July 5, 1909 - dated Oct 5-08

Signed and acknowledged before me March 15-1909

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

T. M. Conrad

Register of Deeds

Now, if said party 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 note herein 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 party 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 M. Smith
Celia Smith

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY.

Before me, the undersigned Notary Public

in and for said County and State on this 5th day of October 1908, personally appeared

John M. Smith and Celia 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. Witness my hand and official seal the day and year above written.

My Commission expires March 14 - 1912

V. A. P. Quinn

Notary Public

This instrument was filed for Record on the 6 day of Oct A. D. 1908, at 9:00 o'clock a. M., and duly recorded the 19 day of Oct 1908.

By Seal Deputy.

H. B. Mackley Register of Deeds.