

This Indenture, Made this 28 day of September A. D. 1908, between

Janie Smith and Crook Smith her husband Rogers County
of _____ County, in the State of Oklahoma, of the first part, and

Fannie L. Cummings of
of Rogers County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part _____ of the first part, in consideration of the sum of One thousand one hundred and sixty one and 60/100 Dollars, the receipt of which is hereby acknowledged, do _____ by these presents Grant, Bargain, Sell and Convey unto said part _____ of the second part her heirs and assigns, the following described REAL ESTATE, situated in the County of Tulsa County, and State of Oklahoma, to-wit: The northwest quarter of the southeast quarter of section eleven (11) township eighteen (18) north, range twelve (12) east;

TO HAVE AND TO HOLD THE SAME, unto the said part _____ of the second part _____ 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 Janie Smith and Crook Smith _____ has this day executed and delivered her certain promissory note _____ in writing to said part _____ of the second part, described as follows: of which the following is a

synopsis; Date September 28th, 1908, for the sum of \$1161.60 with interest at the rate of ten per cent per annum from maturity until paid, payable on the first of October, 1909. Signed by Janie Smith and Crook

Now, if said part _____ of the first part shall pay or cause to be paid to said part _____ of the second part her 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 present 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 the second part shall be entitled to the possession of said premises. And the said part _____ of the first part for said consideration do hereby expressly waive an appraisalment 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 the first part has hereunto set her hand the day and year first above written.

Janie Smith
Crook Smith

STATE OF OKLAHOMA, } ss.

2 COUNTY.

Before me, E. C. Wilson a Notary Public

in and for said County and State on this 28th day of September 1908, personally appeared

Janie Smith and Crook Smith her husband to me known to be the identical person _____ 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 this day and year above set forth.

My Commission expires October 17th 1910

(Seal)

E. C. Wilson
Notary Public

This instrument was filed for Record on the 7 day of Oct A. D. 1908, at 8 o'clock a M., and duly recorded the _____ day of _____ 1908

By _____ Deputy.

(Seal)

H. B. Walkey
Register of Deeds.