

This Indenture, Made this 2nd day of December A. D. 1908, between

John S. French and Anna L. French
of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and

Charles W. Smith
of Tulsa, 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

Five hundred

(500.00) Dollars, the receipt of which is hereby acknowledged,

do all 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, Tulsa County, and State of Oklahoma, to-wit:

all of lots one (1) and two (2) in block ten (10) Having a total frontage of 170 feet on
North Cheyenne St. in City of Tulsa subject to prior mortgage of \$140.00 on the
North 40 ft of the south side
fifty feet of lot one (1) and \$21.00 on all of lot one and two in block (10).

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

Parties of the first part has at this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

Date December 2nd 1908 and Due June 2nd 1909 for the sum
of \$350.00 with 10% interest from date and agreement to pay an attorney's
fee of \$10.00 and 10% of this note if collected by an attorney or legal proceedings.

Insurance to fully protect this loan to be kept on the property.

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 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 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 all 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 has at hereunto set their hands the day and year first above written.

John S. French
Anna L. French

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. }

Before me, R. E. Berger

a Notary Public

in and for said County and State on this 2nd day of December 1908, personally appeared

John S. French and Anna L. French 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 March 11, 1912

R. E. Berger

Notary Public

This instrument was filed for Record on the 4 day of Dec A. D. 1908, at 9 o'clock A. M., and duly recorded the 4 day of Dec 1908

By [Signature] Deputy.

A. B. Walkley Register of Deeds.