

This Indenture, Made this 21 day of November A. D. 1908, between J. E. Smith  
an married woman  
of Tulsa County, in the State of Oklahoma, of the first part, and  
Louise Berry, a single woman  
of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of  
Four hundred fifty dollars (\$450.00) Dollars, the receipt of which is hereby acknowledged,  
do hereby these presents Grant, Bargain, Sell and Convey unto said party of the second part her heirs and assigns, the following described  
REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot (11) in block (204) in the Woodlawn Addition to  
the City of Tulsa Oklahoma together with any  
and all improvements that are now or may  
hereafter be thereon.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part her 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  
J. E. Smith has this day executed and delivered her certain  
promissory note in writing to said party of the second part, described as follows:

\$450.00 Tulsa Okla. November 21, 1908.  
90 days after date I promise to pay to the order  
of Louise Berry four hundred fifty dollars  
(\$450.00) for value received negotiable and payable  
at Farmers National Bank Tulsa Okla. without  
deduction or discount with interest from  
maturity at the rate of 10% per annum until  
paid.  
Signed J. E. Smith.

Now, if said party of the first part shall pay or cause to be paid to said party 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  
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 does 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 party of the first part has hereunto set her hand the day and year first above written.

STATE OF OKLAHOMA, } ss.  
Tulsa COUNTY.

Before me, Vance Graves a Notary Public  
in and for said County and State on this 25th day of November 1908, personally appeared  
J. E. Smith and  
to me known to be the identical person  
who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and  
deed for the uses and purposes therein set forth.

My Commission expires Nov 28 1911.

(seal)

Vance Graves  
Notary Public.

This instrument was filed for Record on the 5 day of Dec. A. D. 1908, at 4:50 o'clock P. M.,  
and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

By \_\_\_\_\_ Deputy.

(seal)

H. C. B. B. B.  
Register of Deeds.