

To

1608 - MORTGAGE OF REAL ESTATE.

This Indenture, Made this 7.3rd day of December A. D. 1908, betweenJohn M. Smith and Celia Smith, his wifeof Tulsa County, in the State of Oklahoma, of the first part, andT. D. Evansof Tulsa County, in the State of Oklahoma, of the second part:WITNESSETH, That said part ^{ies} of the first part, in consideration of the sum ofOne hundred and sixty and no/100

Dollars, the receipt of which is hereby acknowledged,

do by these presents Grant, Bargain, Sell and Convey unto said part ^y of the second part ^{all} heirs and assigns, the following describedREAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: The northeastquarter of the northeast quarter (otherwise known as Lot one) and the southeast quarter of the southeast quarter of the north west quarter and the east half of the southwest quarter of the southeast quarter of the north west quarter all in section two (2) township fifteenTO HAVE AND TO HOLD THE SAME, unto the said part ^y 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. Smithand Celia Smith, his wife have this day executed and delivered their certainpromissory note in writing to said part ^y of the second part, described as follows:Dated 12-23-08. Due 3-23-09, face \$160.00 with interest at 8% from date signed by John M. Smith & Celia Smith payable to T. D. Evans at First National Bank, Tulsa, Oklahoma.

Now, if said part ^{ies} of the first part shall pay or cause to be paid to said part ^y 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 part ^y of the second part shall be entitled to the possession of said premises. And that said part ^{ies} 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 ^{ies} of the first part have hereunto set their hand ^s the day and year first above written.John M. Smith
Celia Smith

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY.Before me, The undersigned, Notary Publicin and for said County and State on this 23rd day of December 1908, personally appearedJohn M. Smith and Celia Smith, husband & wife to me known to be the identical person awho 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 April 4th 1912

(seal)

Edward E. BarrettNotary PublicThis instrument was filed for Record on the 23 day of Dec A. D. 1908, at 3 o'clock P. M., and duly recorded the _____ day of _____ 19____

By _____ Deputy.

seal

Register of Deeds.

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

Signed and acknowledged before me March 15-1909T. D. Evans