

## This Indenture

Made this 23d day of December A. D. 1908, between  
F. H. Smith and Ella Smith his wife  
 of Pulaski County, in the State of Oklahoma, of the first part, and  
J. S. Kaubers  
 of Pulaski County, in the State of Oklahoma, of the second part:

WITNESSETH That said parties of the first part, in consideration of the sum of  
Eight hundred and 90/100 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 Pulaski County, and State of Oklahoma, to-wit:

All of Lots number four (4) five (5) in Block number two (2) in the  
Riversford addition to the City of Pulaski, State of Oklahoma, according  
to the recorded plat thereof together with all the improvements thereon  
or that are placed thereon prior to the maturity of this mortgage

TO HAVE AND TO HOLD THE SAME, unto the said party 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  
F. H. Smith and Ella Smith have this day executed and delivered two certain  
 promissory notes in writing to said party of the second part, of which the following is a synopsis

One note for \$400 Dated Dec 22, 1908, and due in 2 years, and  
One note for \$400 Dated Dec 22, 1908 and due in 3 years both  
bearing interest at 8% per annum.

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 as 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 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 parties of the first part have hereunto set their hands the day and year first above written.

F. H. Smith  
Ella Smith

STATE OF OKLAHOMA, } ss.  
County of Pulaski County. Before me John L. Pearson a Notary Public  
 in and for said County and State on this 23d day of December 1908, personally appeared  
F. H. Smith and Ella Smith his wife 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 Notarial Seal the day and year  
above set forth  
 My Commission expires June 13 1910

Seal

John L. Pearson  
Notary Public

This instrument was filed for Record on the 28th day of Dec A. D. 1908, at 3<sup>15</sup> o'clock P. M.,  
 and duly recorded the 28th day of Dec 1908  
 By H. C. Mackley Deputy, Register of Deeds.