

MORTGAGE OF REAL PROPERTY.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released this 4th day of May 1908

HIS INDENTURE, Made this 2nd day of October A. D. 1907, between James H. Smith of Owassa, I.T. and Clara Smith his wife, and Farmers National Bank, Tulsa, I.T. witnesseth, that

WHEREAS, the said James H. Smith & Clara Smith are justly indebted to the said Farmers National Bank in the sum of Fifteen Hundred DOLLARS (\$ 1500.00) which is evidence by his certain promissory note of even date herewith, to-wit:

One note due dated 10-2 1907 for \$ 1500.00; one note due April 2 1908 for \$ -

One note due - 190- for \$ - and one note due - 190- for \$ -

NOW, THEREFORE, the said James H. Smith & Clara Smith his wife, for the better securing the payment of the money aforesaid, with interest thereon according to the tenor and effect of said note above mentioned, do hereby grant, bargain, sell and convey unto the said Farmers National Bank heirs and assigns forever, the following described real estate, to-wit:

N. W. 1/4 of Section 30 and S. E. 1/4 of S. W. 1/4 Section 19, and S. 1/2 of S. W. 1/4 of S. W. 1/4 Section 19, all in Township 21, North Range 13, east, all in Cherokee County, Oklahoma

with all the improvements thereon at the present time, or that hereafter may be placed thereon, together with all the privileges and appurtenances thereto belonging.

TO HAVE AND TO HOLD the above granted, bargained, and described premises unto the said Farmers National Bank heirs and assigns and unto the own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part of the first part, covenant and agree with the said part of the second part, to keep the improvements on the said property at all times in a state of good repair and constantly insured for the benefit of the said part of the second part. heirs and assigns in one or more insurance companies satisfactory to the said part of the second part, against fire, lightning or tornadoes. Should the part of the first part make default in the performance of any of these stipulations, the said part of the second part may immediately perform and discharge the same, and all accounts so expended by the said part of the second part, heirs or assigns, in paying said taxes, insurance premiums, fees or special assessments or in protecting said title, or making said repairs, shall become a debt due in addition to the indebtedness aforesaid, and secured in like manner by this mortgage, and shall bear interest from the time of the payment thereof at the rate of eight per cent per annum payable on demand.

And for the consideration aforesaid, and for divers other good and valuable considerations, I Clara Smith wife of said James H. Smith do hereby release and quit-claim unto the said Farmers National Bank heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said James H. Smith & Clara Smith heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Farmers National Bank executors, administrators, or assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said note, then this instrument shall be void otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, we have hereunto set our hand and seal on this day and year first above written.

James H. Smith (I.S.)
Clara Smith (I.S.)

UNITED STATES OF AMERICA,
WESTERN DISTRICT,
INDIAN TERRITORY

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public within and for the Indian District of Indian Territory aforesaid, duly commissioned and acting to me known as the mortgagor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

And on the same day voluntarily appeared before me, the said Clara Smith wife of said James H. Smith to me well known, and in the absence of her said husband declared that she had, of her own free will, executed said deed and signed and sealed the relinquishment of dower and homestead in said mortgage for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary Public on this 9th day of October 1907.
(SEAL) Notary Public Wainwright Miller Notary Public.
My commission expires Aug 22nd 1910

Filed for record Oct 10 1907, at 3:00 o'clock P.M. Oklahoma
Deputy Ex-officio
Recorder