an an anna an Anna 266COMPANY TANK THE TOWN Know All Men by These Presents: THAT Olfred I Smith and Luc man party of the first part, in consideration of the sum of Face Africal leventy-five - DOLLARS, in hand paid, do hereby Sell and Convey unto THE INTER-STATE MORTGAGE TRUST COMPANY, party of the se nd part, the following described premises, situated Ta State of Oklah no towit. fifty (50) feet of Lot no. southerly fig me (1) nu ght 1 at re more (182) min Block no Obre City of Timber as shows to thes Sop ipal Meridian, containing in all. The intention being to Convey hereby an absolute title in fee simple, including all rights of homestead, to HAVE AND TO HOLD the premises above described, with all the annurtenances thereunto belonging, unto the said THE INTER-STATE MORTGAGE TRUST COMPANY, and to its successors or assigns, forever, PROVIDED ALWAYS. And these presents are upon the express condition, that if the said party of the first part, their heirs, executors, or administrators shall pay ise to be paid to the said THE INTER-STATE MORTGAGE TRUST COMPANY, its successors or assigns, the sum of Tract stan ndred the Dollars, on the ----cent per annum, payable semi-annully after maturity and until the same is fully paid, according to the tenor and effect of the L Tues of said party of the first part, bearing even date with these presents, then these presents to be void, otherwise to be and remain in full force and effect. said first party for himself, his heirs, assigns, executors or administrators, covenants and agrees with the second party that he is lawfully seized of the nises, and has good right to Convey same; that he will not commit or suffer waste on said premises; that he will pay aid real estate before same becomes delinquent; that he will at once, without delay, cause the buildings upon said premises situate, to be insured st loss by fire, in amount of \$ 2210. (the insurance company or companies to be subject to approval of second party), and he will contin such insurance without intermission so long as the note hereby secured remains unpaid, and shall deliver the policy or policies properly assigned or pledged to said second party, and in the event of loss said second party shall have power to collect such policy or policies and apply the proceeds thereof to the payment of the debt herein secured; that if the maker of the note hereby secured shall fail to pay either principal or interest within thirty days after due, or shall fail to perform any of the covenants herein stipulated, the note herein secured may thereupon at the option of the holder, and his option only, without notice, be declared due and payable, and this Mortgage may thereupon be foreclosed; that in case of default in the performance of any covenant herein stipulated, he will pay interest on the note herein secured, at the rate of 10 per cent per annum from date thereof until the final payment; that he hereby waives all benefit of the stay, valuation and appraisement laws of the State of Oklahoma. signed This 10 th day of Jielmany A. D. 19.11. Defred I Smith Liney m. Smith IN PRESENCE OF: A. R. Clinc State of Oklahoma, SS. BEFORE ME, A Notary Public, in and for said County and State, on this 16th day of February 19.11. county of Hinds Aunth appeared alfred fort J. Smith and Lucy M. Smith, his wife ing instrument, and acknowledged to me that They executed the same as They who executed the within and for to me known to be the identical per intary act and deed for the uses and purposes therein set forth. Ricketto B (Seal) Notary Public. Jeson Anido County hom My commission expires January 20.19 1.3 Residence FILED FOR RECORD This 20 day of A in 19.11 at 10 o'clock (Seal) HE. Walkley Register.