

Form 2-OKLAHOMA REAL ESTATE MORTGAGE

MORTGAGE TRUST COMPANY, Stationers, Dallas, Texas-1741

Know All Men by These Presents:

THAT James A. Smart and Harriet E. Smart his wife
party of the first part, in consideration of the sum of ninety DOLLARS,
in hand paid, do hereby Sell and Convey unto THE INTER-STATE MORTGAGE TRUST COMPANY, party of the second part, the following described premises, situated
in the County of Tulsa, State of Oklahoma, to-wit:

Lot No. Twenty One (21) in Block No. Forty Seven (47) in the city
of Broken Arrow, as shown by the recorded plat thereof

of the _____ Principal Meridian, containing in all _____ acres, more or less, according to Government survey.

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 appurtenances 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
or cause to be paid to the said THE INTER-STATE MORTGAGE TRUST COMPANY, its successors or assigns, the sum of ninety
DOLLARS, on the _____ day of _____ 1911, with interest thereon at the rate of ten
per cent per annum, payable semi-annually after maturity and until the same is fully paid, according to the tenor and effect of the installment promissory notes
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.

The 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 above
described premises, and has good right to Convey same; that he will not commit or suffer waste on said premises; that he will pay all taxes and assessments levied
upon said real estate before same becomes delinquent; that he will at once, without delay, cause the buildings upon said premises situate, to be insured or re-insured
against loss by fire, in amount of \$ 600. (the Insurance company or companies to be subject to approval of second party), and he will continue and maintain
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 15th day of March A. D. 1911
James A. Smart
Harriet E. Smart

IN PRESENCE OF:
B. F. Jones

State of Oklahoma, } ss.
County of May BEFORE ME, A Notary Public, in and for said County and State, on this 17th day of March 1911,
personally appeared James A. Smart and Harriet E. Smart 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.

My commission expires April 15 1911 Seal B. F. Jones Notary Public.
Residence Broken Arrow Okla.

FILED FOR RECORD This 23 day of Mar 1911 at 10 o'clock 10 minutes AM.
By Seal H. C. Warkley Register.
Deputy.