

This Indenture, Made this 23<sup>rd</sup> day of December A. D. 1907, between Hilda A. Essley  
and E. L. Essley her husband  
of Tulsa County, in the State of Oklahoma, of the first part, and Ann B. Orcutt

of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Five Hundred and 700

Dollars, the receipt of which is hereby acknowledged,

do by these presents Grant, Bargain, Sell and Convey unto said party of the second part her heirs and assigns, the following described

REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: a plot of land in the north west quarter of the south east quarter of section seven (7) township nineteen (19) north range thirteen (13) east described as follows: Beginning at a point on the half section line between the north east quarter and the south east quarter of said section 476 feet west of the north east corner of the north west quarter of the south east quarter of said section; thence running due north a distance of 476 feet to a point; thence running due south a distance of 476 feet to a point; thence running due east a distance of 476 feet to a point; thence running north a distance of 458 1/2 feet to place of beginning containing five acres more or less

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part her 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 Hilda A. Essley and E. L. Essley her husband have this day executed and delivered a certain promissory note in writing to said party of the second part, described as follows:

One note for \$500.00 dated December 23-1907, due December 23-1908 with interest at 8% from date

Now, if said party of the first part shall pay or cause to be paid to said party of the second part her heirs or assigns, said sum of money in the above described note 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 parties 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 parties of the first part have hereunto set their hands the day and year first above written.

Hilda A. Essley  
E. L. Essley

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, Sophia Magnuson Notary Public  
in and for said County and State on this 23<sup>d</sup> day of December 1907, personally appeared Hilda A. Essley  
and E. L. Essley her husband to me known to be the identical person  
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 May 13<sup>th</sup> 1911

notarial seal

Sophia Magnuson  
notary public

This instrument was filed for Record on the Dec day of 24 A. D. 1907, at 10<sup>55</sup> o'clock A M.,  
and duly recorded the 24 day of Dec 1907

By \_\_\_\_\_ Deputy.

H. C. Walsley  
Register of Deeds.  
(Seal)