

## This Indenture,

Made this 27th day of April, A. D. 1908, betweenof Tulsa County, in the State of Oklahoma, of the first part, andFirst National Bank of Broken Arrowof Tulsa County, in the State of Oklahoma, of the second part:WITNESSETH, That said part 1 of the first part, in consideration of the sum ofTwenty five hundred \$ Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2 of the second part its heirs and assigns, the following describedREAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot # 16, 17, 18, 19, Block # 39 in Broken Arrow, Okla.  
northeast quarter of the southeast quarter section 34 township 19  
north, range 14 east of the Indian Base and Meridian  
in Indian Territory, subject to mortgage of \$750 from J. H. Walker  
Loan from and note of \$750 from J. H. Walker

TO HAVE AND TO HOLD THE SAME, unto the said part 2 of the second part its 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

S. C. Orndorff has this day executed and delivered one certain promissory note in writing to said part 1 of the second part, described as follows:

Broken Arrow, Okla. April 27, 1908 due  
June 27, 1908 for twenty five hundred dollars, signed by the  
S. C. Orndorff Investment Company a corporation and  
guaranteed by S. C. Orndorff L. H. Waing Elmer Orndorff.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 of the second part its 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 part 2 of the second part shall be entitled to the possession of said premises. And the said part 1 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 part 1 of the first part has hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, R. J. Holt a Notary Public in and for said County and State on this 27th day of April, 1908, personally appeared

S. C. Orndorff and and to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. (Seal)

My Commission expires May 22, 1911

This instrument was filed for Record on the 27 day of Apr, A. D. 1908, at 8 o'clock a. M., and duly recorded the 27 day of Apr, 1908. By H. E. Walker Deputy. (Seal) Register of Deeds.