

This Indenture, Made this first day of July A. D. 1928, between For the consideration of thirty-four hundred and seventy-five dollars, Samuel
Truitt and Julia Ann Truitt, husband and wife
 of Logansport County, in the State of Oklahoma, of the first part, and Samuel Truitt
 of _____ County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part _____ of the first part, in consideration of the sum of _____

_____ Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part _____ of the second part _____ heirs and assigns, the following described

REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: Lots 18, 19 and 20 in block 23 in the town of Skiatook according to the recorded plat thereof

TO HAVE AND TO HOLD THE SAME, unto the said part _____ of the second part _____ heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever, and rescued the title to the same

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Samuel Truitt and Julia Ann Truitt granted after July 1st, 1928 for \$3475.00 ha on this day executed and delivered their certain promissory note in writing to said part _____ of the second part, described as follows: one due in six months

for \$500.00 due in 12 months for \$500.00 with 10% interest, one due in two years for \$500.00 with 5% interest and one due in 5 years for \$1975.00 with 5% interest

and the first parties agree to keep the buildings insured for \$2500.
In case that papers for foreclosure are filed, the first parties agree to pay a reasonable attorney fee of \$100.00

Now, if said part _____ of the first part shall pay or cease to be paid to said part _____ of the second part his 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 of sums, and interest thereon, shall become due and payable, and said part _____ of the second part shall be entitled to the possession of said premises. And the said part _____ 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. part of the second part shall be entitled to the possession of said premises
And the said part _____ 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 _____ of the first part hereunto set their hands the day and year first above written.

Samuel Truitt
Julia Ann Truitt

STATE OF OKLAHOMA, } ss.

Logansport County. } Before me, Notary Public
 in and for said County and State on this 1st day of July 1928 personally appeared Samuel
Truitt and Julia Ann Truitt husband and 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 Dec 1st 1929 (Seal)

J. L. Currier
Notary Public

This instrument was filed for Record on the 30 day of July A. D. 1928, at 5 o'clock a M.,
 and duly recorded the _____ day of _____ 19____
 By _____ Deputy. (Seal) H. B. Wadley Register of Deeds.