

Amie B. Orcutt & 1 Kbd To W. H. Roeder

This Indenture, Made this 31st day of January A. D. 1905, between Amie B. Orcutt and Samuel B. Orcutt, her husband of Tulsa County, in the State of Oklahoma, of the first part, and W. H. Roeder, guardian of Robert Pittman, Jr. administrator for and as trustee for Robert Pittman, Jr. 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 Three thousand (\$3000) and no Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said party of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: That part of Block one (1) in Block one hundred and eighty two (182) in the city of Tulsa, Oklahoma, according to the official plat and survey thereof, having a frontage of fifty (50) feet on south Cincinnati Avenue and a depth of one hundred forty (140) feet to an alley line in the rear of said lot, with a uniform width of fifty (50) feet lying parallel to and adjoining each right of way street.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part his 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 Amie B. Orcutt and Samuel B. Orcutt have this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

One note for \$3000 of even date herewith, due on or before three years from the date hereof, with interest at six (6) per cent per annum from date.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part his successors 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.

Amie B. Orcutt
Samuel B. Orcutt

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY. } Before me, Sophia Magnuson a Notary Public.
in and for said County and State on this 31st day of January 1905, personally appeared Amie B. Orcutt
and Samuel B. Orcutt 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. (Seal)

My Commission expires May 13 1911

Sophia Magnuson
Notary Public

This instrument was filed for Record on the 3 day of Feb A. D. 1905, at 1 o'clock P. M.,
and duly recorded the 3 day of Feb 1905
By M. C. Walkley Deputy. (Seal) Register of Deeds.