

This Indenture, Made this tenth day of October A. D. 1926, between

Samuel A. Orcutt and Annie B. Orcutt

of Tulsa County, in the State of Oklahoma, of the first part, and

R. B. Hane

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

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

Two thousand five hundred and 00/100 Dollars, <sup>(#2500.00)</sup> the receipt of which is hereby acknowledged,

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

REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

the southerly fifty (50) feet of lot one (1) Block one hundred and eighty two (182) in the City of Tulsa being more fully described as that portion of lot 1, having a frontage of fifty (50) feet on South Cincinnati Avenue and extending westerly a distance of 140 feet to the alley with a uniform width of fifty (50) feet adjoining Lot 2 of said block 182, all in the original town of Tulsa - as shown by N. B. Survey and plat thereof.

TO HAVE AND TO HOLD THE SAME, unto the said part 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 Samuel A. Orcutt

and wife have this day executed and delivered one certain promissory note in writing to said part of the second part, described as follows:

Said note of even date herewith for the sum of two thousand five hundred (\$2500) dollars, payable to R. B. Hane, due January 1, 1909 and bearing interest at the rate of eight percent (8%) per annum until paid.

Now, if said part of the first part shall pay or cause 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 or sums, and interest thereon, shall then 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 appraisement 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 have hereunto set their hands the day and year first above written.

Samuel A. Orcutt  
Annie B. Orcutt

STATE OF OKLAHOMA, }  
Tulsa COUNTY. } ss.

Before me, Phil C. Hanner a Notary Public

in and for said County and State on this tenth day of October 1926, personally appeared

Samuel A. Orcutt and Annie B. Orcutt, looking unto 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 June 19th 1927

(Seal)

Phil C. Hanner

Notary Public

This instrument was filed for Record on the 13 day of Oct A. D. 1926, at 10:00 o'clock A. M., and duly recorded the 19 day of 19

By (Seal) Deputy.

M. C. Wadley Register of Deeds.