

August 1909, personally appeared Jackson N. Leerskov 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.

WITNESS my hand and official seal the day and date above written.

R. W. McKinley, Notary Public.

(SEAL) My commission expires Oct., 1, 1912.

Filed for record at Tulsa, Okla., Aug., 16, 1909, at 3 o'clock P. M.

H. C. Walkley, Register of Deeds (SEAL)

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D E E D.

THIS INDENTURE, Made this 16th, day of August 1909, between J. D. Walker of Broken Arrow, Oklahoma, party of the first part, and Frederic B. Righter, of Broken Arrow Oklahoma, party of the second part.

WITNESSETH: That Whereas, S. B. Orcutt and Sarah J. Orcutt, his wife of Broken Arrow Indian Territory (now Oklahoma) did by a Certain Mortgage Deed with power of Sale, dated the 6th, day of July 1906, which said Mortgage Deed was duly recorded in the office of the Clerk of the United States Court and Ex-Officio Recorder at Tulsa, Indian Territory on the 9th, day of July 1906 in record No.1 at page 177, grant, sell and convey to the said party of the first part all the premises hereinafter described, which Mortgage Deed was executed to secure the payment of a certain promissory note, executed for the sum of \$672.00 together with interest thereon at the rate of 8% per annum after maturity, due July 6, 1907, said note being particularly described in said Mortgage deed and

WHEREAS, default having been made in the payment of said above described note, and Whereas said Mortgage Deed provides for the sale of the hereinafter described real estate upon default at Public Sale, to the highest bidder for cash, at the front door of the First National Bank in the Town of Broken Arrow, Indian Territory (now Oklahoma), public notice of the time and place of said sale having been first given by advertising in some newspaper published in said town, the said Mortgagors expressly waiving all right of appraisement, redemption, dower and homestead; the further powers and conditions of said Mortgage Deed being more fully set out therein and,

WHEREAS, the premises conveyed by said Mortgage deed, and hereinafter more particularly described, have been duly advertised for sale by the publication of a notice of the time and place of said sale, for a period of thirty days prior to this date in Broken Arrow Ledger a weekly newspaper, published in the Town of Broken Arrow, Tulsa County, Oklahoma, the first publication of said notice having been made on the 15th, day of July 1909, and the last publication of said notice having been made on the 12th, day of August 1909, said sale to take place at the front door of the First National Bank of Broken Arrow, Tulsa County, Oklahoma, on the 16th, day of August at 2 o'clock P.M. and,

WHEREAS, pursuant to the terms of said mortgage Deed and according to the tenor of said above described Notice of Sale, the party of the first part sold the hereinafter described premises at Public Sale, in front of the said First National Bank of Broken Arrow, Tulsa County, Oklahoma, on the 6th, day of August 1909, at 2 o'clock P. M. and at said sale the party of the second part was the highest and best bidder therefor, and bid for the premises hereinafter described the sum of Twelve Hundred and Ten Dollars (\$1210.00)