

This Indenture, Made this 28th day of February A. D. 1908, between

B. D. Banks a single man
of Tulsa County, in the State of Oklahoma, of the first part, and

H. H. Walters
of Tulsa County, in the State of Oklahoma, of the second part:

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

Twenty five and 00/100 Dollars, the receipt of which is hereby acknowledged,
do hereby these presents Grant, Bargain, Sell and Convey unto said part of of the second part his heirs and assigns, the following described
REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot number nine (9) and ten (10) in block number nine (9) in
North Side Addition to the town of Broken Arrow, Tulsa County,
Oklahoma.

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

B. D. Banks has this day executed and delivered his certain
promissory note in writing to said part of of the second part, described as follows: Dated February 28th 1908, Broken
Arrow Okla. for \$75.00 bearing interest at 8 per cent per
annum from date due Aug 1st 1908 Payable at Broken
Arrow Okla. signed by B. D. Banks payable to order of
H. H. Walters.

Now, if said part of of the first part shall pay or cause to be paid to said part of 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 of the second part shall be entitled to the possession of said premises. And the
said part of of the first part for said consideration do hereby expressly waive an appraisalment 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 of the first part has hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, J. J. Holt a Notary Public
in and for said County and State on this 28th day of February 1908, personally appeared B. D. Banks
a single man 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 22nd 1911

This instrument was filed for Record on the 29 day of Feb. A. D. 1908, at 3:30 o'clock P. M.,
and duly recorded the 29 day of Feb. 1908
By H. C. Harkley Deputy. (Seal) Register of Deeds.