

Thomas W. Walker & wife TO Edgar S. Chamberlain  
 This Indenture, Made this 13th day of March A. D. 1908, between Thomas W. Walker and Fannie P. Walker his wife  
 of Osage County, in the State of Oklahoma, of the first part, and Edgar S. Chamberlain  
 of Osage County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Four Hundred (\$400.00) Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said parties of the second part his heirs and assigns, the following described REAL ESTATE, situated in Osage County, and State of Oklahoma, to-wit:

Lots nine, (9) ten (10) eleven (11) and twelve (12) in Block twelve (12) in the Homestead Addition to the town of Broken Arrow Oklahoma Osage

TO HAVE AND TO HOLD THE SAME, unto the said parties 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 Thomas W. Walker and Fannie P. Walker have this day executed and delivered their certain promissory note in writing to said parties of the second part, described as follows:

Broken Arrow Oklahoma March 13th 1908.  
 One year after date without demand, notice or protest was either by me the Principal promise to pay to the order of Edgar S. Chamberlain four hundred (\$400.00) for value received, negotiable and payable and with interest from date at the rate of 10% per annum until paid Payable at the First National Bank of Broken Arrow Oklahoma. If the interest be not paid when due annually it shall become a part of the principal and bear the same rate of interest. The makers, endorses and endorser waive demand, notice and protest and agree to let the time of payment be extended without our consent from time to time until paid. In case the note is placed in the hands of an attorney for collection we agree to pay \$50.00 additional as attorney's fee.  
Thomas W. Walker  
Fannie P. Walker

Now, if said parties of the first part shall pay or cause to be paid to said parties 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 parties 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 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 parties of the first part have hereunto set their hands the day and year first above written.

TREASURER'S ENDORSEMENT  
 I hereby certify that I received  
\$400.00 and issued Receipt No. 2620  
 therefor in payment of mortgage tax on the  
 within mortgage.  
 Dated this 13th day of April 1908  
John T. Haggard  
By C. H. McWhorter County Treasurer

Thomas W. Walker  
Fannie P. Walker

STATE OF OKLAHOMA,

Osage COUNTY. } ss. Before me, A. M. Lawrence Notary Public  
 in and for said County and State on this 13th day of March 1908, personally appeared Thomas W. Walker  
 and Fannie P. Walker his 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 3/31/1910 1908

(Seal)

A. M. Lawrence

This instrument was filed for Record on the 14 day of Mar. A. D. 1908, at 8 o'clock A. M., and duly recorded the 14 day of Mar. 1908

By H. C. Walkey Deputy.

(Seal)

Register of Deeds.