

TO

This Indenture, Made this 4<sup>th</sup> day of December, A. D. 1907, between Maurice E. Walker and Joseph D. Walker her husband, of Bethel Park, Indiana, of the first part, and John G. Morrison of Guthrie, Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of Eighty Thousand Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part of the second part, her heirs and assigns, the following described REAL ESTATE, situated in Oklahoma County, and State of Oklahoma, to-wit: The 1/16th part of Section 34, Township 18, North Range 13 East, of the Indian Reserve containing 50 acres more or less, the same being a portion of the allotment of Sallie Morrison.

TO HAVE AND TO HOLD THE SAME, unto the said part of the second part, her 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 Maurice E. Walker and Joseph D. Walker her husband have this day executed and delivered a certain promissory note in writing to said part of the second part, described as follows:

Principal Real Estate  
Received 100000 Dec 14 1907  
Received for the principal sum of Fifty  
hundred Dollars \$100.00, due five years from the date hereof, with  
interest thereon the principal sum let the rate of eight percent per  
annum, payable annually, according to the time of the execution  
hereof, in advance for \$120 each year thereafter.  
It is further hereby understood and agreed by and between the parties  
to this Mortgagethat the trustee of the first part shall have the  
privilege of paying from \$100 to \$500 on the above described  
notes, at any interest preceding date.

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

TREASURER'S ENDORSEMENT

I hereby certify that I received  
\$100.00 and issued Receipt No. 224  
 therefor in payment of mortgage tax on the  
 within mortgage.

Dated this 22 day of January, 1908.

STATE OF OKLAHOMA.

Polk ss. County Treasurer.

COUNTY.

Before me,

John G. Morrison

and Joseph D. Walker her husband 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 March 15, 1910

Notarial Seal.

This instrument was filed for Record on the 20 day of Dec A. D. 1907, at 9:00 o'clock A. M., and duly recorded the 21 day of Dec A. D. 1907, at 9:00 o'clock A. M., by H. C. Walker, Register of Deeds.

(Seal)