

Said first party waives notice of election to declare the whole debt due as above stated.

In Witness Whereof, The said first party has hereunto set her hand the day and year first above written.

Edith P. Rakestraw

STATE OF OKLAHOMA,)
Tulsa County.) ss.

Before me, D. C. Tillery, a Notary Public in and for said County and State, on this 29th day of December, 1924, personally appeared Edith P. Rakestraw to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above set forth.

My commission expires Mar. 29th, 1925. (Seal)

D. C. Tillery, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, February 20, 1925, at 1:00 o'clock P.M. and recorded in Book 493, Page 123.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

279295 C.M.J.

MORTGAGE OF REAL ESTATE.

TREASURER'S ENDORSEMENT

This is to certify that \$ 89 has been received
and Receipt No. 18723 issued therefor in
Payment of Mortgage Tax on the within Mortgage.
Dated this 20 day of Feb, 1925.

W. W. Sweeney, County Treasurer WWS

This indenture, made and entered into this
29th day of January, 1925, between Rosella
I. Walker and B. E. Walker, her husband of
Tulsa County, in the State of Oklahoma,
party of the first part, and The Exchange

National Bank of Tulsa, Tulsa County, State of Oklahoma, party of the second part.

WITNESSETH: That said parties of the first part, in consideration of the sum of Four Hundred Fifty and No/100 (\$450.00) Dollars, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part its successors and assigns, all the following described real estate, lying, situate and being in the county of Tulsa State of Oklahoma, to-wit:

Lot Ten (10), in Block Fourteen (14), Burgess Hill Addition to the
City of Tulsa, according to the duly recorded plat thereof.

This being subject to a prior mortgage of \$6500 in favor of the Midland Savings & Loan Company, Tulsa,

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, forever.

This conveyance, however, is intended as a mortgage to secure the payment of one promissory note in writing this day executed and delivered to said second party by said first parties one for (\$450.00) due Sixty Days after date, all payable at THE EXCHANGE NATIONAL BANK OF TULSA, Tulsa County, State of Oklahoma, with interest from maturity at the rate of ten per cent per annum, payable annually, and all providing for the payment of Ten Dollars, and Ten Per Cent additional, as attorney's fees, in case the same be collected by legal proceedings or be placed in the hands of an attorney for collection.

Said first parties hereby covenant that they the owners in fee simple of said premises and that the same are free and clear of all encumbrances. That they have good right and authority to convey and incumber the same and they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first parties agree to insure the buildings on said premises in the sum of (\$- -) for the benefit of the mortgagee, its successors and assigns and to maintain such insurance during the existence of this mortgage. Said first

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S. E. S. 1/27