

This Indenture, Made this 17th day of December A. D. 1907, between Chas. Timmerman and Lydia E. Timmerman, his wife.
 of Bixby, Oklahoma County, in the State of Oklahoma, of the first part, and
S. D. Battershell
 of Bixby, Oklahoma County, in the State of Oklahoma, of the second part;

WITNESSETH, That said part 1st of the first part, in consideration of the sum of
Three Hundred (\$300.00) and $\frac{70}{100}$ Dollars, the receipt of which is hereby acknowledged,
 do by these presents Grant, Bargain, Sell and Convey unto said part 2nd of the second part his heirs and assigns, the following described
 REAL ESTATE, situated in Oklahoma County, and State of Oklahoma, to-wit: Lots numbered
Nineteen (19) Twenty (20) Twenty-one (21) and Twenty-two (22) in
Block numbered Thirty (30), in The Midland Addition to Bixby,
Oklahoma, as contained in The official plat thereof.

TO HAVE AND TO HOLD THE SAME, unto the said part 4 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 Chas. Timmerman
and Lydia E. Timmerman wife ha on this day executed and delivered one certain
 promissory note in writing to said part 4 of the second part, described as follows: Cosy hereto attached.
\$300.00 Bixby Okla., Dec. 17th. 1907.

One year without grace after date for value received we
 as principals promise to pay to the order of S. D. Battershell at Bixby,
Okla. Three Hundred $\frac{70}{100}$ Dollars in Lawful Money of the United States
 of America, or of equal to the present standard of value. With interest at 10
 per cent per annum from date interest to become a principal when due and bear
 the same rate of interest. The makers and endorers of this note hereby severally waive present-
 ment for payment, notice of nonpayment, protest and notice of protest and consent that time
 of payment may be extended without notice thereof, appraisement and all exemptions, waiv-
 ed. If suit be instituted we agree that judgment be rendered for ten per cent additional
 as attorney fees and we hereby give full authority to said S. D. Battershell or his assigns to sell any collateral
 security assigned or attached at public or private sale without notice upon non-payment of this
 note.
Due December 17-1908 } no. { Chas. Timmerman
P.O. Bixby, Okla. } (29-9) { Lydia E. Timmerman
— miles —

Now, if said part 1st of the first part shall pay or cause to be paid to said part 4 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 4 of the second part shall be entitled to the possession of said premises. And the
 said part 1st 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 1st of the first part ha on hereunto set their hand the day and year first above written.

Chas. Timmerman
Lydia E. Timmerman

STATE OF OKLAHOMA, } ss.

Oklahoma COUNTY. } Before me, Chas. M. Sherrill Notary Public
 in and for said County and State on this seventeenth day of December 1907, personally appeared Chas. Timmerman
and Lydia E. Timmerman, his wife to me known to be the identical person S
 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 October 1st 1910

Chas. M. Sherrill

Notarial Seal.

This instrument was filed for Record on the 23 day of Dec. A. D. 1907, at 8 o'clock A. M.,
 and duly recorded the 23 day of Dec. 1907,
 By H. C. Walkley Deputy. (Seal) Register of Deeds.