

Okla. This mortgage is subject to a mortgage in favor of the Travelers Insurance Co in the amount of \$500.00.

TO HAVE AND TO HOLD THE SAME, Unto the said party of the second part its heirs and assigns, together with all and singular the tenements <sup>hereditaments</sup> and appurtenances thereunto belonging, or in anywise appertaining, forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Mary C. Jones and Cade Jones have this day executed and delivered one certain promissory note in writing to said party of the second part described as follows:

\$1017.80

Vera, Okla. Dec. 23rd, 1909.

Sixty days for value received, I, we or either of us promise to pay <sup>to the order of</sup> THE CITIZENS STATE BANK of Vera, Oklahoma One Thousand Seventeen 80/100 Dollars, Payable at The Citizens State Bank, Vera, Oklahoma, with interest at the rate of ten per cent per annum, payable annually from date, until paid. If the interest is not paid when due it shall draw the same rate of interest as the principal. The makers, endorsers and guarantors of this note hereby severally waive presentment for payment, notice of non-payment, protest and notice of protest and diligence in bringing suit, and consent that the time of payment may be extended without notice, and if suit is brought on this note for the collection hereof, the sum of \$10400 may be taxed, as attorneys fees.

(Signed) 1. Cade Jones  
2. Mary C. Jones.

Now, If said parties of the first part shall pay or cause to be paid to said party of the Second part <sup>parties</sup> heirs or assigns, said sum of money in the above described note mentioned together with 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 party 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 appraisal 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.

Witnesses to mark.  
H.C. Ballmon.  
L.W. Matthews.

his  
Cade x Jones  
mark  
Mary C. Jones.

State of Oklahoma, Washington County, S.S.

Before me L.W. Mathews, a Notary Public in and for said County and State on this 23rd day of December 1909 personally appeared Mary C. Jones and Cade Jones 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.

(seal)

L.W. Mathews, Notary Public.

My commission expires June 5, 1911.

Filed for record at Tulsa, Okla. Dec. 29, 1909. at 8 o'clock A.M.  
H.C. Walkley, Register of Deeds (seal)