

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:

\$1017.⁵⁰

Vera, Okla. Dec. 23rd, 1909.

Sixty days for value received, I, we or either of us promise to pay to the order of 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 \$104.00 may be taxed as attorneys fees part of the costs thereof.

(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, its 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 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.

his
Cade x Jones
mark

Mary C. Jones

Witnesses to mark.
H.C. Bollman
L.W. Mathews.

State of Oklahoma, Washington County, SS.

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.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS, That Citizens State Bank of Vera, Washington Cnty, in the State of Oklahoma, the within named mortgagee in consideration of the sum of Six Hundred Seventy five and no/100 Dollars to it in hand paid, the receipt whereof is hereby acknowledged, does hereby sell assign, transfer set over and convey unto Vera State Bank