

SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 21054

THIS INDENTURE, Made this 18th day of September, A. D. 1911, between Mary J. Bywater and C. C. Bywater, her husband of Elkinsville, Rogers County, in the State of Oklahoma, of the first part, and Breton Barnes of Elkinsville, Rogers County, in the State of Oklahoma, of the second part:

All of Lot Two (2) in Section Five (5), Township Twenty-one (21) North, Range Fourteen (14) East, and containing Thirty-nine and Ninety-nine One Hundredths (39.99) acres, more or less, according to the approved survey thereof.

This mortgage is given subject to one certain first mortgage executed to Buella F. Stewart of Wellington Kansas, for Four Hundred (\$400) dollars,

TO HAVE AND TO HOLD THE SAME ~~unto the said part. of the second part,~~ 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 Mary G. Bywater & C. P. Bywater
has this day executed and delivered one certain promissory note in writing to said party of the second part, as follows:
of which the following is a true and correct copy
No. -- \$ 200.00 Collinsville, Okla., September 18, 1901,
On or before two years after date, we or either of us
as principal, promise to pay to the order of
Preston Barnes, Collinsville, Okla.,
Two Hundred & no/100 Dollars
For value received negotiable and payable at Farmers & Merchants
Bank Collinsville Oklahoma, with interest at 8 per cent per annum
from date until paid, The makers, signers and endorsers, each *

Now, if said part 1/2 of the first part shall pay or cause to be paid to said part 1/2 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 1/2 of the second part shall be entitled to the possession of said premises. And the said part 1/2 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

Mary J. Toywater,
C. C. Toywater.

STATE OF OKLAHOMA, ~~STATE~~ COUNTY, ss.
Before me, B. H. Bachmiller, a Notary Public
in and for said County and State, on this September day of 1911, personally appeared May J. Bywater and C. C. Bywater, 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. Witness my hand and official
seal the day and year above set forth.
My commission expires June, 20, 1915.

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: That _____ of _____ County, in the State of Oklahoma, the within-named mortgagor _____ in consideration of the sum of _____ Dollars, to _____ and _____, DOLLARS, to _____ in hand paid, the receipt whereof is hereby acknowledged, do _____ hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto _____ heirs and assigns, the within mortgage deed, the real estate conveyed, and the promissory note _____ debts and claims thereby secured, and covenants therein contained. To have and to hold the same, forever; subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said mortgage... ha... hereunto set... hand... this... day of...

10

EXECUTED IN PRESENCE OF

THIS ASSIGNMENT WAS FILED FOR RECORD ON THE _____ DAY OF _____ A. D. 19____, AT _____

O'CLOCK _____ M. Fee, \$____

Register of Deeds.

RECEIPT

19

RECEIPT

\$

DATE

RECEIVED OF

FOR

Received of

the within-named mortgagor, the sum of

and

DOLLARS,

STATE OF OKLAHOMA, TULSA COUNTY, ss.
This instrument was filed for record on the 19 day of Sep A. D. 1911, at 8 o'clock a. M.
Fees, \$
By H. C. Walkley, Register of Deeds.
Deputy.

* overruling 'waive presentation for payment, notice of non-payment, protest and further consent to renewal or extension without further notice, if they also agree to pay an attorney's fee if this note is collected by an attorney or by legal proceedings. Interest payable annually