

State of Oklahoma Tulsa County, Tulsa Okla., I hereby certify that this instrument was filed for record in my office on Sep 19, 1911, at 8:12 o'clock a.m. and is duly recorded in record 91 page 576. 587
MORTGAGE RECORD H.C. Walkley
Register of Deeds (Seal)

34464

SALE BOOKS WORTH BOOK CO., LEAVENWORTH, KAN., No. 21034

MORTGAGE OF REAL ESTATE

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

WITNESSETH, That said part 1st of the first part, in consideration of Two Hundred & no/0 Dollars (\$200.00) the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2^d of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

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 Della F. Stewart of Wellington Kansas for Four Hundred (\$400) dollars

TO HAVE AND TO HOLD THE SAME unto the said part 2^d 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 Mary G. Bywater & C. C. Bywater her husband, on this day executed and delivered one certain promissory note in writing to said part 2^d of the second part, described as follows: of which the following is a true and correct copy, No. - \$200.00 Collinsville, Okla, September 18, 1911. On or before two years after date, we or either of us each 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 percent per annum from date until paid, &

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2^d 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 2^d 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 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 part 1st of the first part have hereunto set their hands the day and year first above written.

Mary G. Bywater
C. C. Bywater

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, B. H. Boehmher Notary Public in and for said County and State, on this 18th day of September 1911, personally appeared Mary G. Bywater and C. C. Bywater, her husband to me known to be the identical person 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 June 26, 1915 B. H. Boehmher Notary Public, (Seal)

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum of Two Hundred and no/100 DOLLARS, in the State of Oklahoma, the within-named mortgage in consideration of the sum of Two Hundred and no/100 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 mortgagee ha hereunto set hand this day of 19

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 1911, at o'clock M. Fee, \$ Register of Deeds.

RECEIPT

Received of the within-named mortgagor the sum of in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 25 day of Sep A. D. 1911, at 8 o'clock a.m. Fees, \$ H. C. Walkley Register of Deeds, By Deputy (Seal)

* The makers, signers and endorser, each severally waive presentation for payment, notice of non-payment protest and notice and further consent to sendable or extensions without further notice, and agree to pay an attorney fee if this note is collected by an attorney. Signed Mary G. Bywater C. C. Bywater 12/10/11