

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

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said John Thomas Cox has this day executed and delivered a certain promissory note in writing to said party of the second part, described as follows:

BROKEN ARROW, Okla., June 5th 1922 \$200.00

June 5th, 1923 after date, without demand, . . .
 notice or protest, we, or either of us, as principal, promise to pay to the order of J. M. Moore Two Hundred # DOLLARS,
 for value received, negotiable and payable, with interest from date at the rate of 8% per cent per annum. Payable at the FIRST NATIONAL BANK OF Broken Arrow, Okla. Interest payable annually. If the interest be not paid when due it shall become a part of the principal and bear the same rate of interest. The makers, sureties and endorsers waive demand, notice and protest and agree to let the time of payment be extended without our consent from time to time until paid. In case this note is placed in the hands of an Attorney for collection I or we agree to pay ten per cent additional as Attorney's fee.

No.-----

Copy

John Thomas Cox.

P.O.-----

NOW, If the said party of the first part shall pay or cause to be paid to said party 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 party of the second part shall be entitled to the possession of said premises. And the said party 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 party of the first part has hereunto set his hand the day and year first above written.

John Thomas Cox

STATE OF OKLAHOMA, Tulsa County, ss.

BEFORE ME the undersigned a Notary Public in and for said County and State on this 5th day of June 1922, personally appeared John Thomas Cox and ----- to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires Jan. 28, 1924

(SEAL)

Seal Reads Chas E. Foster, Tulsa County

Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, June 10th, 1922 at 9:50 o'clock A. M.
 in Book 406, page 105

By Chas. Haley, Deputy

(SEAL)

O. D. Lawson, County Clerk

 TREASURER'S ENDORSEMENT
 I hereby certify that I received \$ 200.00 and issued
 Receipt No. 3071 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 10 day of June 1922
 WAYNE L. DICKEY, County Treasurer
 Deputy