

No. Tulsa, Oklahoma, February 2nd, 1923. \$10,000.00

Sixty Days After Date, I, We or Either of Us, Promise to Pay to the Order of at THE PRODUCERS NATIONAL BANK, TULSA, OKLAHOMA, Ten Thousand and no/100 Dollars. For value received, negotiable and payable at the office of The Producers National Bank, of Tulsa, Oklahoma, with interest from maturity -- at the rate of 10 per cent per annum payable semi-annually. The makers and endorsers hereby severally waive presentment for payment notice of non-payment, protest and notice of protest, and agree that extensions of time for payment may be granted by the holders hereof without notice. In case of legal proceedings to collect this note, or in case this note is handed to an attorney for collection, I, we or either of us, agree to pay ten per cent of the total amount herein, additional as attorney's fees. Interest not paid when due shall draw interest at the rate of ten per cent, per annum.

DUE -----

H. E. Bagby,

PHONE NO. O-685.

Georgia B. Bagby,

P.O. 1435 S. Owasso.

COMPARED

PROVIDED ALWAYS, That this instrument is made, executed and delivered upon the following conditions, to wit; that said first parties hereby covenant and agree to pay all taxes and assessments of said land, when the same shall become due and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage, or any interest installment, or the taxes, insurance premiums, or in case of the breach, of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable and this mortgage may be foreclosed and said second part shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree - that in the event action is brought to foreclose this mortgage will pay a reasonable attorney's fee of One Hundred and no/100 Dollars, which this also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 2nd day of February 1923.

COMPARED

H.E. Bagby (Scroll Seal)

Georgia B. Bagby (Scroll Seal)

STATE OF OKLAHOMA, )  
COUNTY OF TULSA, ) SS.

Before me, a Notary Public, in for said County and State, on this 10th day of February, 1923, personally appeared H.E. Bagby and Georgia B. Bagby, 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 last above written.

My Commission Expires April 2nd, 1924. (SEAL) H.J. Green, Notary Public.

Filed for record at Tulsa, Tulsa County, Oklahoma, Feby. 12, 1923, at 2:30 O'clock P.M.

By Brady Brown, Deputy.

(SEAL)

O.G. Weaver, County Clerk.