172

of Beggs, Oklahoma, at its office in Beggs

Two thousand and No/100 DOLLARS, with interest at ten per cent per annum from date until paid. The makers and endorsers of this note hereby severally waive presentment for and demand of payment, notice of non-payment, protest and notice of protest, and all exemptions that may be allowed by law and valuation and appraisement laws waived; and if this note is not paid at maturity and the same shall be placed in the hands of an attorney for collection, or suit commenced to enforce collection, we or either of us agree to pay \$10.00 and ten per cent of the balance due as attorneys fees, and all other costs of collection.

Frank Nash Jennie Nash

- \$3,000.00

Beggs, Oklahoma, October 24th, 1922

October 24th, 1923, after date, for value received, I, we or either of us, as principals, promise to pay to the order of

THE FARMERS NATIONAL BANK

Of Beggs, Oklahoma, st its office in Beggs

Three Thousand and No/100 DOLIARS, with interest at ten per cent per annum from date until paid. the makers and endorsers if this note hereby several by waive presentment for and demand of payment, notice of non-payment, protest and notice of protest, and all exemptions that may be allowed by law and valuation and appraisement laws waived; and if this note is not paid at maturity and the same shall be placed in the hands of an attorney for collection, or suit commonced to enforce collection, we or either of us agree to pay 00.00 and ten per cent of the balance due as attorneys fees, and all other costs of collection.

## Frank Nash

## Jennie Nash

EROVIDED ALWAYS, That this instrument is made, executed and delivered upon the following conditions, to-wit: that said first parties hereby covenants and agrees to pay all taxes and assessments of said hand 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, the 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 party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agrees that in the event action is brought to foreclose this mortgage will pay a reasonable attorney's fee as provided in the notes which this mortgage also secures.

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

Dated this 24th day of October 1022.

28.

Frank Nash Jennie Nash

STATE OF CKEANOMA, County of Okmulgee,

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Before me, a Notary Public, in and for the above named