

whereas said Consolidated Cut Stone Company, a corporation, has this day executed and delivered its certain promissory note in writing to said party of the second part, described as follows:

Tulsa, Okla. Nov. 10th, 1922.

"\$28,432.53

Twenty-five months after date, for value received, we promise to pay to the order of the Consolidated Stone Company of Bedford, Indiana, Twenty-eight thousand four hundred thirty-two and 53-100 Dollars, at their office without defalcation or discount with interest at the rate of eight per cent per annum, payable monthly, in twenty-five equal installments until paid.

Should any interest or principal not be paid when due, it shall bear interest at the rate of eight percent per annum until paid.

Interest on this note to be paid monthly. The principals, endorers, sureties and grantors of this note hereby severally waive presentment and demand of payment, notice of non-payment, protest and notice of protest, and extension of time of payment. If this note is not paid when due and is collected by an attorney or by suit, principals, sureties, and endorers agree to pay an attorney's fee for collection of same in the sum of \$25.00 and 10% of the amount remaining unpaid.

NOW, If the said party of the first part shall pay or cause to be paid to the said party of the second part, its heirs, assigns, the sum of money in above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents 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 by law are due and payable, then the whole of said sum or sums, and interest thereon, shall and by these presents become due and payable, and said part....of the second part shall be entitled to the possession of said premises.

Said party of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company to the satisfaction of the legal holder or holders of this mortgage, to the amount of \$16,000.00 Dollars, loss, if any, payable to the mortgagee or its assigns. An attorney fee of \$25.00 Dollars may be taxed and be made part of the costs of foreclosure, providing this mortgage is foreclosed by an attorney of record of this state.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hand and seal this 10th day of November, A. D. 1922.

The Consolidated Cut Stone Company

(Corp Seal)

By: J. L. Bauman, President

Attest:

...(Illegible).....  
Secretary Treasurer

State of Oklahoma )  
County of Tulsa )

TREASURER'S ENDORSEMENT

I hereby certify that I received \$11<sup>36</sup> and issued Receipt No. 6081 therefor in payment of mortgage tax on the within mortgage.

Dated this 14 day of Nov 1922

WAYNE L. DICKEY, County Treasurer

Deputy

Before me a Notary public, in and for said County and State, on this the 13th day of November, 1922, personally appeared J. L. Bauman, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument, as its President, and acknowledged to me that he executed the same as his free and