

State of Oklahoma)

Tulsa County) SS

Before me, Myrtle Davis, a notary in and for said County and State on this 4 day of Nov. 1922, personally appeared Lucia McCabe, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that --- executed the same as free and voluntary act and deed for the use and purposes therein set forth.

My commission expires Nov. 31, 1925.

(SEAL) Myrtle Davis, Notary-----

Filed for record in Tulsa County, Okla., on Nov. 6, 1922, at 11:15 A.M. and duly recorded in book 431, page 63, By F. Delman, Deputy. (SEAL) O.D. Lawson, County Clerk.

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COMPARED

MORTGAGE OF REAL estate.

This indenture, made this 3rd day of November, A.D. 1922, between Elmer Mercer and Edna Mercer, husband and wife, of Tulsa County, in the State of Oklahoma, of the first part, and The First National Bank of Broken Arrow, Okla., of Tulsa County, in the State of Oklahoma, of the second part.

WITNESSETH: That said party of the first part, in consideration of the sum of Three thousand dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, all the following described real estate, situate in Tulsa County and State of Oklahoma, to-wit:

The west half of the southeast quarter of section 6, township 18 North, range 14 east.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part, its successors 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 Elmer Mercer and Edna Mercer, husband and wife have this day executed and delivered a certain promissory note in writing to said party of the second part, described as follows:

Broken Arrow, Okla. November, 3rd, 1922 - - - - - \$5,000.00
Jan. 27th, 1923 after date, without demand, notice or protest, we or either of us, as principal, promise to pay to the order of The First National Bank of Broken Arrow, Okla. Three thousand dollars, for value received, negotiable and payable, with interest from maturity at the rate of 10 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.

COPY

Elmer Mercer,
Edna Mercer.

Now, if the said parties of the first part shall pay or cause to be paid to said parties of the second part, its successors 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