

shall at once become due and payable at option of the holder. Negotiable and payable at the First National Bank, Tulsa, Okla. This note is secured by second mortgage on Lgt 10 Block 19 in Cherokee Addition to Tulsa, Oklahoma date June 4th 1923.

The makers and endorsers hereby severally waive presentment for payment, notice of non-payment, 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. Maker shall have the right to pay any multiple of the installment at any installment payment date.

Frank H. Dunn
Marguerite L. Dunn (COPY)

TO HAVE AND TO HOLD, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever. PROVIDED, ALWAYS, And these presents are upon the express condition, that whereas the said Frank H. Dunn and Marguerite L. Dunn grantors have executed and delivered their certain promissory note dated June 4 1923 to said party of the second part for \$3,191.40

due \$50.00 July 1st 1923 and like amount on 1st day of each succeeding month as shown by copy of note hereto attached with interest at the rate of 8 per centum per annum, payable semi-annually.

And the first party agrees to keep the buildings insured for \$4300.00. In case that papers for foreclosure are filed, the first party agrees to pay a reasonable attorney fee of \$100.00.

Now, if the said party of the first part shall pay or cause to be paid to said party of the second part, her heirs or assigns, said sum of money in the above described note, 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, or if the taxes or assessments levied against said premises or any part thereof, or the taxes assessed against the said second party or any assignee of said note--or the debt secured thereby, or if the insurance is not paid, the second party may pay the same, and the amount so paid shall become a part of this indebtedness and the whole of said sum or sums and interest thereon shall, and by these presents does become due and payable, and shall bear ten (10) per centum interest per annum, 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 waive (or) not waive appraisalment, of the option of the said second party her heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part have hereunto set their hands the day and year first above written.

Frank H. Dunn

Marguerite L. Dunn

STATE OF OKLAHOMA,)

COUNTY OF TULSA)

) SS.

OKLAHOMA FORM OF ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public, in and for said County and State on this 4th day of June 1923, personally appeared Frank H. Dunn and Marguerite L. Dunn 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.

Given under my hand and seal the day and year last above written.

My commission expires Jan. 2, 1924

(SEAL)

W. M. Robbins, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma June 4, 1923 at 3:35 o'clock P. M. in

Book 451, page 307

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk