

COMPARED

Lots twenty one, twenty two, twenty three and twenty four
in Block number two in the original town of Broken Arrow,

To have and to hold the same, unto the said party of the second part, his heirs and 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 S. T. Boyd and E. E. Boyd have this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows.

Broken Arrow, Okla June 1, 1923. \$100.00

Twelve months after date, without demand, notice or protest, we, or either of us, as principal, promise to pay to the order of E. E. Luster one hundred dollars, for value received, negotiable and payable, with interest from date, at the rate of 10 per cent, per annum, payable at the First National Bank, 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.

COPW

S. T. Boyd,
E. E. Boyd.

Now, if the said parties of the first part shall pay or cause to be paid to said party of the second part his heirs 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 premises or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable and said party of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby expressly waive an appraisement of said real estate and all benefits of the homestead exemption and stay laws of the State of Oklahoma.

In witness whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

S. T. Boyd,
E. E. Boyd.

State of Oklahoma)
Tulsa County) SS

Before me, F. S. Hurd, a Notary Public in and for said County and State on this 1st day of June, 1923, personally appeared S. T. Boyd and E. E. Boyd, 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.

(SEAL) F. S. Hurd, Notary Public.

My commission expires Jan 27, 1927.

Filed for record in Tulsa County, Okla. on June 4, 1923, at 9:10 A.M. and duly recorded in book 455, page 230, By Brady Brown, Deputy,

(SEAL) O. G. Weaver, County Clerk.