

\$4,000.00, Beggs, Oklahoma, July 28th, 1923. July 28th, 1924, 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, Okla. four thousand and no/100 dollars payable at the Farmers National Bank of Beggs, Oklahoma, with interest at 8 per centum 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 waives, and if this note is not paid at maturity and the same shall be lodged in the hands of an attorney for collection or the balance due to attorneys fees, and all other costs of collection, interest payable hereon, and

J. B. Simmons, Mary E. Simmons.

peaceable possession of said party of the second part, its assigns forever, against the lawful claims of all persons whomsoever.

Provided, always, and these presents are upon the express conditions: That if the said parties of the first part, their heirs and assigns shall well and truly payor cause to be paid to the said party of the second part, its assigns, the sum of four thousand dollars, with interest thereon at the time and manner specified in one certain promissory note bearing date July 28, 1923, executed by the parties of the first part, payable to the order of The Farmers National Bank of Beggs, at Beggs, Oklahoma, as follows: \$4000.00 payable July 28, 1924, with eight per cent interest from date until date. Parties first part further says that all taxes up to and including 1922 year are paid, and this mortgage is given only as first mortgage and there is no other mortgage on record, then and in that case these presents and every thing herein expressed shall be void, but upon default in the payment of any part of the principal or interest, when the same is due, or any one of said notes at maturity, or upon the failure to pay any and all lawful assessments and taxes upon said premises when the same shall become due and payable, each and all of the several amounts herein secured shall immediately become due and payable; and if foreclosure proceedings be instituted hereon, the holder shall be entitled to recover \$6000.00 attorney fees, all costs of suit which sum shall be and become an additional lien and be secured by lien of this mortgage, and said parties of the first part hereby expressly waives an appraisement of real real estate and all benefits of the homestead exemption stay laws of the State of Oklahoma,

And it is hereby further stipulated that during the continuance of this instrument in force, the said parties of the first part shall at all times keep the buildings on said premises insured against loss or damage by fire or tornado in a sum not less than \$7,000.00 loss if any, payable to the said party of the second part, as their interest may appear.

In testimony whereof, the said parties of the first part have hereto set their hand and seal the day and year above written.

Signed and delivered in the presence -
State of Oklahoma, County of Creek) SS

J. B. Simmons,
Mary E. Simmons.

COMPARED

Before me, a Notary Public in and for said County and State on this 24th day of August, 1923, personally appeared J. B. Simmons, Mary E. Simmons, 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.

Witness my hand and official seal the day and year above written

(SEAL) Minnie Hugo, Notary Public.

My commission expires Sept. 2, 1925.

Filed for record in Tulsa County, Okla. on Aug. 28, 1923, at 8:30 A.M. and duly recorded in book 467, page 409, By Brady Brown, Deputy,

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

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COMPARED

CHANGE OF DEPOSITORY (Oklahoma)

File No. 23519-C

Whereas, The Texas Company is the owner and holder of an oil and gas lease on the following described land in Tulsa County, State of Oklahoma,

North half (N $\frac{1}{2}$) of southeast quarter (SE $\frac{1}{4}$)
of section one (1) township twenty one (21)