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sum of Six hundred and Fifty Dollars (\$650.00). and which said promissory note is in words and figures following:

\$650.00

Tulsa, Oklahoma, Oct. 8, 1919.

beginning Nov. 8th, 1919 in installments of \$10.00 per month after date for value received w promise to pay at the order of W. A. Slayton, Six Hundred Fifty and no/100 Dollars at Tulsa Oklahoma, without defalcation or discount with interest at the rate of 8% per annum payable monthly, from date untill paid. should any interest or principal not be paid when due it shall bear interest at the rate of 10% per annum until paid Interest on this note to be paid annully, The Principals endorsors, surities and grantors of this note hereby severly waive presentment and demand of payment, notice of non-payment, protest, and notive of protest and extension of time of payment If this note is not paid and is collected by an attorney or by suit, principals, surties and endorsors agree to pay an attorneys fee for the collection of same the sum of \$10.00 and 10% of the amount remaining unpaid.

(Signed (

Oren H. Upton,

Helen Upton.

That on said 8th, day of October 1919, and to secure the payment of said notes, said Oren H. Upton and Helen Upton, made executed and delivered to said W. A. Slayton, their one certain Mortgage Deed in writing covering the above described premises which said Mortgage was duly recorded in Book 280, at page 543, in the office of the County Clerk, of Tulsa County, Oklahoma, on the 9th, day of October 1919.

That on or about the 8th, day of November 1919, said W. A., Slayton for a valuable consideration duly sold, assigned and transfered in writing to affiant Elden V. James all his right, title and interest in and to said promisory note and in and to the said Mortgage securing the same as aforesaid, but that said assignment of said mortgage was never recorded in the office of the County Clerk of Tulsa County, Oklahoma, and that the same has been and is now lost;

Affiant further says that he is now and has been at all times since said assignment as aforesaid the sole owner and holder of said promissory note and mortgage and that said W. L. Slayton nor any other person have any right, title, claim or interest of whatsoever kind or character in and to said note and mortgage.

Further affiant sayeth not,

Elden V. James.

Subscribed and sworn to before me this 23 day of July, 1923,

My Commission Expires February 4, 1925. (seal)

F. M. Emmons Notary Public

ACKNOWLEDGEMENT;

STATE OF KANSAS

ss

COUNTY OF RILEY

Before me the undersigned Notary Public in and for said County and State on this 23d day of July 1923, personally appeared Elden V. James, personally known to me to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed;

In Testimony whereof I have hereunto set my hand and affixed my official seal the day and year above written

My Commission expires February 4, 1925. (seal)

F. M. Emmons Notary Public.

Filed for Record in Tulsa, Tulsa County, Oklahoma, July 25, 1923. at 4:30 O'Clock P. M. and Recorded in Book 474, Page 34,

By Brady Brown Deputy,

(seal)

O. G. Weaver, County Clerk.