

THE ASSHURERS' INSURANCE CO. OF NEW YORK  
 I hereby certify that the above is a true and correct copy of the original as filed in my office.  
 Received 11/16/23  
 Date 28 Sept 1923  
 W. W. Shockey, Clerk

475

Copy of Note

Deputy

MONETT, MO., Sept. 22, 1923

Six Months days after date, we or either of us, each as principal, promise to pay to

THE ORDER OF THE FIRST NATIONAL BANK OF MONETT

Seven Hundred and Fifty & 00/100 DOLLARS.

\$750.00

For value received, payable at the First National Bank of Monett, with interest at the rate of eight per cent per annum after maturity, and if the interest be not annually paid to become as principal and bear the same rate of interest. If payment is not made at maturity we further agree to pay an attorney's fee of ten per cent of the amount of this note.

The several makers and endorsers of this note hereby agree that the same may be renewed or extended from time to time without notice to either of them on payment of interest; and they further waive demand, protest and notice of non-payment of this note.

COPY OF NOTE

E. O. Elwell

Anna Elwell

NOW, THEREFORE, If the said parties of the first, or any one for them shall well and truly pay off and discharge the debt and interest expressed in the said note and every part thereof, when the same becomes due and payable according to the true tenor, date and effect of said note THEN THIS DEED SHALL BE VOID, and the property hereinbefore conveyed shall be released at the cost of the said parties of the first part; but should the said first parties fail or refuse to pay the said debt, or the said interest, or any part thereof when the same or any part thereof shall become due and payable, according to the true tenor, date and effect of said note THEN whole shall become due and payable and THIS DEED SHALL REMAIN IN FORCE; and the said party of the second part, or in case of his absence, death, refusal to act, or disability in anywise, the (then) acting Sheriff of Tulsa County, Oklahoma at the request of the legal holder of the said Note may proceed to sell the property hereinbefore described or any part thereof, at public vendue, to the highest bidder, at the Court House door in the City of Tulsa, Tulsa County, Oklahoma, for cash, first giving Thirty days' public notice of the time, terms and place of sale, and of the property to be sold, by advertisement in some newspaper printed and published in the City of Tulsa and upon such sale shall execute and deliver a Deed in fee simple of the property sold to the purchaser or purchasers thereof, and receive the proceeds of said sale, and any statement of facts or recital by said Trustees in relation to the non-payment of the money secured to be paid, the advertisement, sale, receipt of the money, and the execution of Deed to the purchaser shall be received as prima facie evidence of such fact; and such Trustee shall, out of the proceeds of said sale pay, first, the cost and expense of executing this Trust, including legal compensation to the Trustee for his services; and, next, he shall apply the proceeds remaining over to the payment of said debt and interest, or so much thereof as remains unpaid, and the remainder, if any, shall be paid to the said parties of the first part, or their legal representative-----

And the said party of the second part covenants faithfully to perform and fulfill the Trust herein created, not being liable or responsible for any mischance occasioned by others.

IN WITNESS WHEREOF, The said parties have hereunto set their hands and seals the day and year first above written.

E. O. Elwell

Anna Elwell

STATE OF MISSOURI )  
 ) SS.  
 COUNTY OF BARRY )

On this 24th day of September A. D. 1923 before me personally appeared E. O. Elwell and Anna Elwell his wife, to me known to be the persons described in and who executed the