

hereditaments and appurtenances thereunto belonging or in any wise appertaining forever.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas, said parties of the first part have this day executed and delivered their certain promissory note in writing to said party of the second part, of which the following is a copy:

\$4000.00

El Dorado, Kansas, June 12, 1924.

On or before the 10th day of September 1924, for value received, I promise to pay to the order of

THE CITIZENS STATE BANK OF EL DORADO,
In ElDorado, Kansas.

the sum of Four thousand and no/100 Dollars with interest thereon from date at the rate of eight per cent per annum. The makers and endorers of this note hereby severally waive presentment for payment, notice of non-payment, protest and notice thereof, and agree to any and all extensions and partial payments, before or after maturity, without prejudice to the holder hereof. Interest not paid when due to become part of principal and draw same rate of interest.

P. O. 1706 Rockford, Tulsa, Okla.

Now, if said parties of the first part shall pay, or cause to be paid, to said party of the second part its successors 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 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 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, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises.

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

O. X. McClellan,

Leah W. McClellan.

STATE OF OKLAHOMA, }
COUNTY OF NOBLE. } SS.

BE IT REMEMBERED, That on this ---day of June, A. D. 1924, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came O. X. McClellan and Leah W. McClellan, his wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year last above written.

(SEAL)

W. S. Powers,

My commission expires June 12th, 1925.

Notary Public.

Filed for record in Tulsa County, Tulsa, Oklahoma, Aug. 28, 1924 at 8:30 A. M. o'clock

Recorded in Book 496, page 11.

By Brady Brown, Deputy.

(SEAL)

O. G. Weaver, County Clerk.