

\$325.00

COPY. Roswell N.M. Dec. 10, 1909.

On or before Six months after date we promise to pay to J.E. Leavers or order, Three Hundred Twenty Five and no/100 dollars, for value received with ten per cent interest per annum thereon from date until paid, payable annually; and if the interest thereon be not promptly paid when due the same shall be added to and become a part of the principal, and bear interest at the rate of ten per cent if not paid at maturity and placed in the hands of an attorney for collection, 10 per cent, additional on unpaid principal and interest shall be added hereto as attorney's fees.

Thomas Terry.

Payable at First National Bank, Agnes B. Terry.  
Roswell, New Mexico.

And the said parties of the first part being anxious to secure the payment of said sum of money in said promissory notes mentioned, when the same shall become <sup>due and</sup> payable, together with all interest that may have accrued thereon. Now, Therefore, if the said parties of the first part their heirs, executors administrators or assigns, shall well and truly pay, or cause to be paid to the said party of the second part, or to his order, the said sum of money in said promissory notes specified when the same shall become due and payable, together with all interest that may have accrued thereon, then, in that case this indenture shall be null and of no effect, and absolutely void. But in case of failure of payment by the said parties or the first part their heirs, executors, administrators and assigns, of the said sum of money in said promissory notes specified when the same shall become due and payable together with <sup>all</sup> interest that may have accrued thereon, they and in that case, the said party of the second part or his agent or attorney is hereby authorized and empowered to take possession of said granted real estate and premises, and, after having given notice of the time and place of sale by six hand bills posted at public places in the County of Tulsa at least 30 days prior to the time of sale, and by notices published in some newspaper published in the County of Tulsa, at least 30 days prior to the time of sale expose at public auction and sell to the highest bidder for cash, the said granted premises, lands, real estate and improvements, and to execute and deliver to the purchaser <sup>or purchasers</sup> thereof a good and sufficient deed therefor, and to apply the proceeds arising from said sale to the payment of the indebtedness herein described and the interest which has accrued thereon, having first paid out of said proceeds the cost of such sale, and the residue if any should remain, to pay over to Thomas Terry and Agnes B. Terry, heirs or assigns.

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

Signed sealed and delivered  
in the presence of.

Thomas Terry (seal)

Agnes B. Terry (seal)

TERRITORY OF NEW MEXICO)

COUNTY OF CHAVES ( S.S.

On this 10th day of December 1909, before me personally appeared Thomas Terry and Agnes B. Terry, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they