COMPARED

OKLAHOMA SECOND MORTGAGE (Harry Lee Taft 2nd)   DORSEY Printing Company, Dallas, Texas

THIS INDENTURE WITNESSETH, That the grantor _Nancy J Estes (Widow)_

of _Tulsa_ County, Oklahoma, for and in consideration of _Two Hundred Two_ _____ DOLLARS, in hand paid, the receipt whereof is hereby acknowledged, do__hereby Grant, Bargain, Sell and Convey unto HARRY LEE TAFT (of the City of Chicago, State of Illinois), Trustee, the following described property and premises situate in ~~Muskogee~~ _Tulsa_ County, Oklahoma, to-wit:

_The East Half of the North East quarter and the North West quarter
of the North East Quarter of Section Seventeen (17) in Township Eighteen
(18) North Range Fourteen (14) East of the Indian Base and Meridian
Containing 120 acres more or less_

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.
TO HAVE AND TO HOLD Said described premises unto the said grantee and his successors, free, clear and discharged of and from all former grants, charges, taxes, judgments and mortgages and other liens and encumbrances whatsoever, except a Trust Deed for the sum of $ _2000_ between the parties hereto and of even date herewith.
Hereby releasing and waiving appraisement and all rights under and by virtue of the homestead exemption laws of the State of Oklahoma.
IN TRUST NEVERTHELESS For the purpose of securing the performance of the covenants and agreements herein.
WHEREAS, The grantor _Nancy J Estes_ _is_ justly indebted upon _her_ principal promissory note, bearing even date herewith, payable to _her_ own order and by _her_ endorsed and delivered, for the sum of _Two Thousand_ oo/oo Dollars, payable in installments, one for $ _40 oo_ due on the first day of _January_ A. D. 19_12_ and _Four_ for $ _40 oo_ each due seriatim ____ annually thereafter, each of said installments being payable at the office of PEARSONS & TAFT, in Chicago, Illinois, and bearing interest after maturity at the rate of ten per cent. per annum.

The grantor__ covenant__ and agree__ as follows:
FIRST—To pay said indebtedness and the interest thereon as herein and in said notes provided, or according to any agreement extending the time of payment.
SECOND—To pay before delinquency all taxes and assessments by or in the State of Oklahoma against said premises or against the interest of the grantee or his successors therein, or against this Trust Deed or the money or indebtedness secured hereby, without regard to any law heretofore or hereafter enacted imposing payment of the whole or any part thereof upon the grantee or his successor or the holder of the notes hereby secured, and on such payment to submit to the grantee or his successor receipts therefor.
THIRD—To commit or permit no waste upon said premises.
FOURTH—To allow all buildings at any time on said premises to be insured by the grantee or his successor for at least the amount of their fair value against loss by fire, lightning and tornadoes, in companies to be approved by the grantee or his successors, such insurance policies to be so written as to require all loss to be applied in the reduction of said indebtedness at the option of the holder thereof.

In the event of the failure to pay taxes or assessments, the grantee or his successor or the holder of said indebtedness may pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises; and all money so paid and the cost of any insurance so procured, grantor__ agree__ to repay immediately without demand; and the same and any other moneys disbursed by the holder of said indebtedness to protect the lien hereof with interest from the date of payment at the rate of ten per cent. per annum, shall be so much additional indebtedness secured hereby.

In the event of a breach of any of the aforesaid covenants or agreements or of the passage by the State of a law imposing payment of the whole or any portion of any taxes or assessments aforesaid upon the grantee or his successor or the holder of said indebtedness, or upon the rendering by any Court of competent jurisdiction of a decision that the undertaking by the grantor__ as herein provided, to pay such taxes or assessments is legally inoperative, the whole of the indebtedness secured hereby, including principal and all accrued interest, without deduction, shall at the option of the legal holder of the said indebtedness, without notice, become immediately due and collectible, notwithstanding anything contained in this Trust Deed or any law hereafter enacted, and with interest thereon from the date of such maturity at the rate of ten per cent. per annum, shall be recoverable by foreclosure hereof in manner as if all of said indebtedness had then matured by express terms. It is agreed by the grantor__ that in case the right of foreclosure so arises hereunder, either upon maturity of said principal note or by breach of any of the covenants or the happening of any of the contingencies aforesaid, the grantee, or his successor, may, upon request of the legal holder of said principal note, bring such legal proceedings for the collection of the moneys hereby secured as may be necessary; that all expenses and disbursements paid or incurred in that behalf in connection with such legal proceedings—including a reasonable attorney's fee, outlays for documentary evidence, stenographer's charges, costs of procuring or completing an abstract showing the whole title to said premises and embracing the judgment ordering sale thereof, shall be paid by the grantor__; and the like expenses and disbursements occasioned by any suit or proceeding wherein grantee or his successor or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor__. All such expenses and disbursements shall be an additional lien upon said premises and shall be taxed as costs and included in any judgment that may be rendered in such proceedings; which proceedings shall not be dismissed nor a release hereof given until all such expenses and disbursements and the costs of suit have been paid. The grantor__ waive__ all right to the possession of and income from said premises pending such foreclosure proceeding, and agree__ that a Receiver shall be appointed to take possession or charge of said premises and collect such income, and the same, less Receivership expenses, apply upon the indebtedness hereby secured.

In case of the death, disability, resignation, or temporary or permanent absence from the City of Chicago, of the grantee, HARRY LEE TAFT, OREN E. TAFT of the City of Chicago, Illinois, is hereby appointed as his successor in trust, and in case of like disqualification of both HARRY LEE TAFT and OREN E. TAFT to act as such Trustee as aforesaid, then the legal holder or holders of the principal note secured hereby shall have the right to appoint a Trustee by endorsement of such appointment on this Trust Deed; and either of said substitute Trustees shall have the same powers and duties in all respects whatsoever as if first named as Trustee herein. And the action of said OREN E. TAFT, or said endorsement and the action of said second substitute Trustee, shall be conclusive evidence, respectively, of his right and duty to act as such substitute Trustee.

PROVIDED ALWAYS That when all of the aforesaid covenants and agreements are performed the grantee or his successor shall release said premises from the lien hereof.
WITNESS The hand__ and seal__ of the grantor__ this _29th_ day of _November_ A. D. 19_10_

Nancy J Estes   [SEAL]
_____   [SEAL]
_____   [SEAL]
_____   [SEAL]

State of Oklahoma } ss.
County of _Tulsa_   BEFORE ME, a Notary Public in and for said County and State, on this _10th_ day of _December_ 19_10_ personally appeared _Nancy J Estes (a widow)_ to me known to be the identical person__ who executed the within and forgoing instrument and acknowledged to me that _she_ executed the same as _her_ free and voluntary act and deed for the uses and purposes therein set forth.
My commission expires _Jan 21_ 19_11_   (Seal)   _F S Hurd_
                                                     Notary Public.

State of Oklahoma } ss.
County of _Tulsa_   This instrument was filed for Record on the _15_ day of _Dec_ A. D. 19_10_ at _8 30_ o'clock __M., and duly Recorded the ____ day of ____ 19____   _H C Mackey_
By_____ Deputy.   [Seal]   Register of Deeds.
                                                     seal