

WITNESSES:

K. M. Rowe

Bettie Abrams McIntosh

his  
John X McIntosh  
mark

STATE OF OKLAHOMA: TULSA COUNTY. ) SS.

? Before me, A. M. Laws, a Notary Public in and for said County and State, duly commissioned and acting as such, on this 21st, day of October, 1908, personally appeared Bettie Abrams McIntosh and John McIntosh, to me known to be the identical persons who executed the within and foregoing mortgage, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth, and I hereby so certify.

WITNESS my hand and seal as such Notary Public, this 21st, day of October, 1908.

A. M. Laws, Notary Public.

(SEAL) My commission expires 3/13/1910

Filed for record at Tulsa Oct. 22, 1908. at 8 A. M.

H. C. Walkley, Register of Deeds (SEAL)

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COMPARED

SECOND MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That Bettie Abrams McIntosh and John McIntosh of Broken Arrow, Oklahoma, parties of the first part, for and in consideration of the sum of Two Hundred and 55/100 (\$200.55) Dollars, the receipt of which is hereby acknowledged, have mortgaged and hereby mortgage unto Lynde, Bowman, Darby Company, a corporation of Evans, Oklahoma, its successors and assigns, the following property, situated in Tulsa County, Oklahoma, to wit:

The Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section One (1), Township Nineteen (19) North, Range Fourteen (14) East, containing forty acres, more or less, according to the Government survey thereof, together with all the improvements thereon and the appurtenances thereunto belonging or in anywise appertaining, and warrant the title to the same. All rights of homestead exemption are hereby expressly waived.

Subject however, to a mortgage given this day to the said Lynde-Bowman-Darby Company to secure a principal loan of Five Hundred (\$500.00) Dollars, this being a second mortgage upon the said property.

This mortgage is given to secure the payment of the said sum of Two Hundred and 55/100 (\$200.55) Dollars, evidenced by ten promissory notes, all of even date herewith, signed by the first parties, payable to the order of Lynde-Bowman-Darby Company, as follows: One for Twenty and 55/100 (\$20.55) Dollars, due November 1st, 1908, and nine for Twenty (\$20.00) Dollars each, due successively on the 1st, day of November of each year, all bearing interest at ten per cent/ after maturity.

Upon payment of said notes, according to the tenor and effect thereof, this mortgage shall become null and void, and shall be released at the cost of the first parties. But upon a breach of the warranty herein, or upon failure or refusal to pay any part of the said notes when due, <sup>or any part thereof</sup> then the whole sum hereby secured shall at once, and without notice, become due and payable at the option of the holder hereof, and the said Lynde-Bowman-Darby Company, its successors or assigns, shall be entitled to foreclose this mortgage, and to have the property sold and the proceeds thereof applied to the payment of the indebtedness hereby secured, accrued interest and all costs and expenses, including reasonable attorney's fees.

The appraisalment of said property, if sold on foreclosure, is hereby expressly waived.