

Second
 Percival E. Magee and
 wife
 to
 The Prudential Ind. Co.

STATE OF OKLAHOMA,
 Tulsa County, ss. This instrument was filed in my office
 for record on the 14 day of Dec, A. D. 1908, at 8
 o'clock P. M., and duly recorded in Book 39 on page 366
 Fee, \$
 H. C. W. Altley
 Register of Deeds.

Know all Men by these Presents, That Percival E. Magee and Lillian Green Magee his wife,
 of Tulsa County, State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to
 The Prudential Investment Company
 party of the second part, the following described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit:
 all of Lot One (1) in block six (6) of the Friend Addition
 To Tulsa, according to the recorded plat thereof.

with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This Mortgage is given to secure the principal sum of *thirteen hundred fifty and no* Dollars,
\$350.00 on February 1st, 1907 & 500.00 on July 1st, 1907 and \$500.00
 due and payable on the 1st day of January 1910, with interest thereon at the rate of 8 per cent per annum, payable
 annually from date, according to the terms and at the time and in the manner provided by *their* certain promissory note given and
 signed by the makers hereof *Percival E. Magee and Lillian Green Magee* and payable to the order

of the mortgagee herein, and being for the principal sum of *thirteen hundred fifty and no* Dollars.
 All sums secured by this Mortgage shall be paid at the office of G. R. McCULLOUGH & Co., Tulsa, Oklahoma, unless otherwise specified in the note and coupons.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by and between the said parties hereto, that this Mortgage is a *first* lien upon said premises; that the party of the
 first part will pay said principal and interest at the times when the same fall due, and at the place and in the manner provided in said note, and will pay all taxes and
 assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements
 thereon shall be kept in good repair and shall not be destroyed or removed without the consent of the second party, and shall be kept insured for the benefit of the said
 second party or its assigns, against loss by fire or lightning for not less than *Two Thousand* Dollars,
 in form and companies satisfactory to said second party, and that all policies and renewal receipts shall be delivered to said second party. If the title to the said premises be
 transferred, said second party is authorized, as agent of the first party, to assign the insurance to the grantee of the title.

Party of the first part and *their* heirs, executors, administrators and assigns, will warrant the quiet enjoyment of the aforesaid premises to the said party of the
 second part, his heirs, executors, administrators and assigns, and will forever defend the aforesaid premises against the lawful claims and demands of all persons.

IT IS FURTHER AGREED AND UNDERSTOOD that the said second party may pay any taxes or assessments levied against said premises, or any other sum necessary
 to protect the rights of such party or its assigns, including insurance upon buildings, and recover the same from the first party, with *ten* per cent. interest, and that
 every such payment is secured hereby, and that in case of a foreclosure hereof and as often as any foreclosure hereof may be filed, the holder hereof may recover from the first
 party an attorney fee of *fifty and no* Dollars, or such different sum as may be provided by said note, which shall be due upon the filing of the
 petition in foreclosure and which is secured hereby, and which the first party promises and agrees to pay, together with expense of examination of title in preparation for foreclosure.
 Any expense incurred in litigation or otherwise, including attorney fees and abstract of title to said premises, incurred by reason of this Mortgage or to protect its liens, shall
 be repaid by the mortgagor to the mortgagee or assigns, with interest thereon at *ten* per cent. per annum, and this Mortgage shall stand as security therefor.

AND IT IS FURTHER AGREED that upon a breach of the warranty herein, or upon a failure to pay when due any sum, interest or principal, secured hereby, or any
 tax or assessment herein mentioned, or to comply with any requirements herein, or upon any waste upon said premises, or any removal or destruction of any building or other
 improvements thereon without the consent of the said second party, the whole sum secured hereby shall at once and without notice become due and payable at the option of
 the holder hereof, and shall bear interest thereafter at the rate of *ten* per cent. per annum, and the said party of the second part or its assigns shall be entitled to
 a foreclosure of this Mortgage, and to have the said premises sold and the proceeds applied to the payment of the sums secured hereby; and that immediately upon the filing
 of the petition in foreclosure the holder hereof shall be entitled to the possession of the said premises, and to collect and apply the rents thereof, less reasonable expenditures, to
 the payment of said indebtedness, and for this purpose the holder hereof shall be entitled to a receiver, to the appointment of which the mortgagors hereby consent, which
 appointment may be made either before or after the decree of foreclosure; and the holder hereof shall in no case be held to account for any rental or damage other than for
 rents actually received; and the appraisal of said premises is hereby expressly waived. And all the covenants and agreements herein contained shall run with the land
 herein conveyed.

This Mortgage and the note and coupons secured thereby, shall in all respects be governed and construed by the laws of the State of Oklahoma,

Dated this *8th* day of *December* 1908

SIGNED IN THE PRESENCE OF

Percival E. Magee
Lillian Green Magee

State of Oklahoma, *Tulsa* County, ss.

BEFORE ME, *Vance Graves* Notary Public in and for said County and State,
 on this *8th* day of *December* 1908, personally appeared *Percival E. Magee*
 and *Lillian Green Magee his wife* to me known to be the identical persons who executed the within and foregoing
 instrument, 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.

(real)

WITNESS my hand and official seal, the day and year above written.
 My commission expires *Nov 28, 1911*

Vance Graves
 Notary Public.