

Wode, Husband and 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.

WITNESS my hand and official seal.

(Seal) L. L. Wiles, Notary Public.

My commission expires January 7-1924.

Filed for record in Tulsa County, Tulsa, Oklahoma, Aug. 15, 1922 at 2:50 O'clock P. M.

Book 411 Page 412

By F. Delman, Deputy, O. D. Lawson, County Clerk. (Seal)

206569

EB COMPARED

SECOND MORTGAGE

COMPARED

TREASURER'S ENDORSEMENT

I hereby certify that I received \$12 and issued Receipt No. 4264 therefor in payment of mortgage tax on the within mortgage.

Dated this 15 day of Aug 1922

WAYNE L. DICKEY, County Treasurer

Deputy

KNOW ALL MEN BY THESE PRESENTS: That John H. Wode and Ruth Wode, husband and wife of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to THE ATKINSON, WARREN & HENLEY CO., a corporation, of Oklahoma County, Oklahoma,

party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The South Half of the Southeast Quarter; and the East Half of the Southwest Quarter of Section Thirty-four (34), Township Twenty-two (22) North, Range Thirteen (13) East of the Indian Meridian,

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

This mortgage is given as security for the payment of two promissory notes, dated the 28th day of July, 1922 executed and delivered by said mortgagors, and payable to the order of said mortgagee, at their office in Oklahoma City, Okla., with interest thereon after at the rate of -per cent per annum, and after maturity at the rate of 10 per cent per annum, which notes mature as follows:

Two notes for \$168.75 each, due August 1, 1923 and 1924

This lien hereby created is subject to a mortgage for \$4500.00 and interest, executed to The Travelers Insurance Company dated July 28, 1922.

PROVIDED ALWAYS, that this instrument is made, executed and delivered upon the following conditions, to-wit. That said first parties hereby covenant and agree to pay all taxes and assessments of said land when the same becomes due; and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal or interest of this or the first mortgage above referred to, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, or in the first mortgage above referred to, contained, the whole of said principal sum, with interest, shall be due and payable and this mortgage may be foreclosed and said second party shall be entitled to the immediate possession of the premises and all the rent and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee which this mortgage also secures, or in the event any action is brought affecting the title to the real estate herein described, an expense, including attorney fees incurred by the second party to protect its lien, shall be repaid by the mortgagors with interest at ten per