Witnesses

C. S. Wilson C. W. Allan

W. J. Henry

(Typewritten Seal)

Filed for record in Tulsa County, Tulsa Oklahoma, Sept 2, 1922 at 10:30 o'clock A. M. in Book 417, page 127

and the second s

By F. E. Dickson, Deputy

TREASURER'S ENDORSEMENT I hereby certify that I received \$ #09 and issued

Receipt No. 14616 therefor in payment of morigage

Dated this 2 day of Jeff 192 2 WAYNE L. DICKEY, County Treasurer

A W.

principal sum of Three Thousand and no/100 Dollars.

(SEAL) O. D. Lawson, County Clark

,207395 C. J.

tax on the within mortgage.

COMPARED

SECOND MORTGAGE

THIS INDENTURE. Made this 1st day of September. A. D. 1922 by and between Neosho P. Maxey, and E. B. Maxey, her husband, of the County of Tuisa, and State of Cklahoma, hereinafter known as party of the first part, and COMMERCE TRUST COMPANY

A COMPORATION OF KANSAS CITY, MISSOURI, party of the second part:

WITHESSETH. That the said party of the first part, in consideration of the sum of Four Hundred Fifty and no/100 Dollars, the receipt of which is hereby acknowledged together with the interest thereon and other sums hereinafter mentioned, as the wame fall due, doth hereby GRANT, BARGAIN, SELL AND MORTGAGE to said party of the second part its successors and assigns, forever, the following described tract or parcel of land with the temements, appurtenances, and hereditaments thereunto belonging, situated in Tulsa County, State of Oklahoma, to-wit:

The North Half of the Northwest Quarter and the North Helf of the North Half of the South Half of the Northwest Quarter of Section Twenty-three (23), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, containing 100 acres, more or less, according to government survey, together with the rents, issues and profits thereof, and warrent, and will defend the title to the same. This mortgage being subject, however, to a prior bond and mortgage of the same date, between the first party hereto and Commerce Trust Company, for a

The said sum of \$450.00 hereby secured is evidenced by one certain promissory note of even date herewith numbered -----for -\$450.00 payable according to the terms of s note, executed by the party of the first part, and payable to said party of the second part, or bearer at its office in Kansas City, Missouri, with interest from maturity at the rate of 8 per centum per annum, payable annually, and provide that if default be made in payment of any one of said notes, then all of them shall become due and payable at once, without further notice, and shall bear interest at the rate of 8 per cent per annum from date thereof until paid. If placed in the hands of an attorney for collection, 10 per cent additional on the amount due may be added for collection fees.

Now, if the party of the first part shall fail to pay, or cause to be paid, any of the notes secured hereby, or any part hereof, or when the same shall become due, or any sum or sums bereinafter mentioned, or shall fail in any of the terms and conditions of said prior bond or mortgage or of said notes above described , then this conveyance shall become absolute and the whole sum secured hereby shall at once become due and pay able, at the option of the holder heresf, who may at any time thereafter proceed to foreclose this mortgage and sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisement distinctly waived, and out of all the moneys arising from such sale to retain the amount due for principal and interest, taxes and penalties thereon; together with the costs and charges of making such sale; and the overplus, if any there be,