

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.

My commission expires 4/30/23
4241

(SEAL) W. R. Fricke, Notary County,

Filed for record in Rogers County, Tulsa Oklahoma, Oct 17, 1922 at 10:30 o'clock A. M.
in Book 168 on page 89

By Grace Warner, Deputy

(SEAL) C. R. Musgrove, County Clerk

Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 29, 1922 at 8:00 o'clock A.M.
in Book 427, page 539

By F. Delman, Deputy

(SEAL) O. D. Lawson, County Clerk

215052 C. J.

COMPARED

SECOND MORTGAGE

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 22 and issued
Receipt No. 5589 therefor in payment of mortgage
tax on the within mortgage.

Dated this 17 day of Oct, 1922

WAYNE L. DICKEY, County Treasurer

W. L. Dickey

Deputy

Tulsa County, state of Oklahoma, to-wit:

D. J. Cummings and Margorete Cummings (His wife)
of Tulsa County, state of Oklahoma, mortgages and
warrants to THE GRAVES FARM LOAN INVESTMENT CO.
(a corporation), of Pittsburg, Kansas, the follow-
ing described real estate situated in Rogers and

The South Half (S2) of the South West Quarter (SW4) of the North
West Quarter, (NW4) and the North West Quarter, (NW4) of the
South West Quarter, (SW 4) of the North West Quarter, (NW4) of
Section Thirty Four (34), And the South Half (S2) of the North East
Quarter, (NE4) of Section Thirty Three (33) All in Township Twenty
Two (22) North, Range Fourteen (14), East of the Indian Base and meridian
containing one hundred and Ten acres more or less according to the
government survey thereof,

to secure the payment of the sum of Three Hundred and Sixty six and 65/100 DOLLARS,
according to the terms of four promissory notes of even date herewith, payable as follows

One Note for 16 65 Due Feb 1st 1923 Two Notes for 116 67 due as follows

one Feb 1st 1924 one Feb 1925 One Note for 116 66 due Feb 1st 1926

Said parties of the first part hereby agrees to pay all taxes and assessments
on said lands or premises and notes secured by this mortgage, when the same are due, and
in default thereof, the party of the second part may pay the same, and this mortgage
shall be security for such payment, with interest thereon at the rate of ten (10) per
cent. per annum.

In case of default in any of the covenants hereof, the rents and profits of
said premises are pledged to the holders hereof as additional collateral security for
the payment of the moneys herein mentioned and the holder is entitled to the possession
thereof by receiver or otherwise.

The said parties of the first part in the event action is brought to foreclose
this mortgage, agrees to pay a reasonable attorney's fee of not less than fifty and
50/100 DOLLARS which shall be added to the amount this mortgage also secures.

And the said parties of the first part for said consideration does hereby
expressly waive any appraisalment of said real estate and all benefits of the Homestead,
Exemption and Stay Laws of the State of Oklahoma.

Now if such payments are made, this mortgage shall be released at the cost
of the mortgagors, which cost they agree to pay. But if default is made in the payment
of either of the said notes, then this mortgage shall become absolute, and all of said
notes then unpaid shall at once become due and payable without notice and the holder of