

to Tulsa, Oklahoma.

Witness my hand this 19th day of October A. D. 1932.

J. M. Cleveland.

State of Indiana, Elkhart County, ss.

Before me Howard R. Inebnit a Notary Public in and for said County and State, on this 19th day of October, 1932, personally appeared J. M. Cleveland, to me known to be the identical person who signed and executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

(SEAL) Howard R. Inebnit, Notary Public.

My commission expires February 26, 1935.

Filed for record in Tulsa, Tulsa County, Oklahoma. Nov. 3, 1932 at 4:45 o'clock P. M. and recorded in book 430 at page 78.

By F. Delman, Deputy

(SEAL) C. D. Lawson, County Clerk.

212956 mbh COMPARED

OKLAHOMA SECOND MORTGAGE

THIS INSTRUMENT, Made this 23rd day of October in the year of our Lord, One Thousand nine hundred and Twenty-two between B. L. Capps and Hazel F. Capps, his wife of Tulsa County, Oklahoma, of the first part and the Oklahoma Farm Mortgage Company, a corporation of Oklahoma City, Oklahoma, of the second part.

WITNESSETH, That the said parties of the first part have mortgaged and do hereby mortgage to party of the second part, the following described real estate, situated in Tulsa County, Oklahoma, to-wit:

Southeast Quarter of Section Twelve (12), and Northwest Quarter of Northwest Quarter of Northeast quarter of Section Thirteen (13), all in Township Seventeen (17), North, Range Twelve (12) East of the Indian Meridian, containing 170 acres, more or less with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same. Except a mortgage to Oklahoma Farm Mortgage Company for \$2600.00.

This mortgage is given to secure the sum of Three Hundred Seventy Eight Dollars, with interest thereon at the rate of ten per cent per annum, from maturity, payable annually, according to the terms and at the time and in the manner provided by Three certain promissory notes of even date herewith and payable to the order of the mortgagee herein, on date therein specified, (or in partial payments prior to maturity in accordance with the stipulations therein), signed by first parties. Last note being due November 1, 1935.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by and between the said parties hereto, that this Mortgage is and lien upon said premises; that the parties of the first part will pay said principal and interest at the time 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 said second party, and shall be kept insured for the benefit of said second party, or assigns, against loss by fire, lightning and tornado for not less than One Thousand and No/100 Dollars in term and companies