

subsequent to the date of this mortgage. Provided however, that nothing herein shall be construed as a waiver on the part of the holder or holders of this mortgage of the priority of the loan created by this mortgage over any oil, gas, or other mineral lease executed subsequent to the date of this mortgage.

Sixth. Said parties of the first part hereby agree that if the maker of said note shall fail to pay, or cause to be paid, any part of said money either principal or interest, according to the tenor and effect of said note, and coupons, when the same becomes due, or to pay all taxes and assessments levied upon said premises when the same are due, or to conform on to comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once, without notice.

And the said parties of the first part, for said consideration, do hereby expressly waive an appraisalment of said real estate, and all benefit of the Homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void, otherwise of full force and virtue.

In testimony whereof, the said parties of the first part have herunto subscribed their names on the day and year above mentioned.

Executed and delivered in the presence of

Josephine Penington, nee Wilson  
James R. Penington,

State of Oklahoma )  
Tulsa County ) SS

On this 27th day of November, A.D. 1922, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James R. Penington and Josephine Penington, (nee Wilson) his wife, to me personally known to be the identical persons described in and who executed the foregoing mortgage 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 as Notary Public, will expire on the 25th day of January, A.D. 1926.

Witness my hand and notarial seal, the day and year first above written.

(SEAL) Louis Jacobs, Notary Public.

Filed for record in Tulsa County, Okla. on Dec. 4, 1922, at 11:25 A.M. and duly recorded in book 431, page 414, By F. Dolman, Deputy. (SEAL) O.D. Lawson, County Clerk.

215379 - BH

COMPARED

SECOND MORTGAGE.

This indenture, made this 20th day of November, 1922 between Josephine Penington, nee Wilson, and James A. Penington, husband and wife of Tulsa County, in the State of Oklahoma, of the first part, and The Walton Trust Company, Kansas City, Jackson County, in the State of Missouri, of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of four hundred and ninety dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all the following described real estate, situate in the County of Tulsa and State of Oklahoma, to-wit:

The west half (W $\frac{1}{2}$ ) of the southeast quarter (SE $\frac{1}{4}$ ) of  
section twenty five (25) township twenty north, (Twp. 20N)

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$ 370 and issued  
therefor in payment of mortgage  
on the 4 day of Dec 1922  
WAYNE L. DICKLEY, County Treasurer