

Filed for record in Tulsa County, Okla. on Jan. 11, 1923. at 2:10 P.M. and duly recorded in book 432, page 243, By Brady Brown, Deputy, (SEAB) O.G. Weaver, County Clerk

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COMPARED

OKLAHOMA SECOND MORTGAGE.

COMPARED

This indenture, made this first day of December, A.D. 1922, by and between J. D. Walker and Nannie Walker, his wife, of the County of Tulsa, and State of Oklahoma, hereinafter known as party of the first part, and Commerce Trust Company, a corporation of Kansas City, Missouri, party of the second part.

Witnesseth: That the said party of the first part, in consideration of the sum of five hundred sixty and no/100 dollars the receipt of which is hereby acknowledged, together with the interest thereon and other sums hereinafter mentioned, as the same 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 tenements, appurtenances, and hereditaments thereto belonging, situated in Tulsa County, State of Oklahoma, to-wit:

The south half of the southeast quarter of section thirty-five (35) township eighteen (18) north, range thirteen (13) east,

of the Indian Meridian, containing 80 acres, more or less, according to government survey, together with the rents, issues and profits thereof, and warrant, 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 principal sum of four thousand and no/100 dollars.

The said sum of \$560.00 hereby secured is evidenced by one certain promissory note of even date, herewith numbered for \$560.00 payable according to terms of said 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 centum 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 thereof, or when the same shall become due, or any sum or sums hereinafter 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 payable, at the option of the holder hereof, 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, appraisal 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, shall be paid by the party making such sale, on demand to said party of the first part, and the party of the second part is expressly authorized to pay any and all sums necessary to protect the title to said premises, and to keep the same free from other liens of whatever nature, including