

seal, this the day and year last above written.

My commission expires December 2, 1924

(SEAL)

Mary Berton, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Mar. 20, 1923 at 8:00 o'clock A. M.

Book 442, page 485

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

224990 C.J.

SECOND MORTGAGE

COMPARED

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 9th day of February 1923 A. D. 191---- between Elsie M. Small and G. M. Small, her husband of Collinsville, Tulsa county, in the State of Oklahoma, parties of the first part, and Geo W. Hackleman, of Collinsville, Tulsa County, in the State of Oklahoma, party of the second part:

WITNESSETH, That said parties of the first part in consideration of the sum of \$3000.00 THREE THOUSAND DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns all the following described real estate, situate in Collinsville, Tulsa county and State of Oklahoma, to-wit:

Lot (2) Two Block (32) Thirty-two, Original Town, Collinsville, Okla.

On February 9th 1924 "COPY" Collinsville, Okla. February 9th, 1923

After date, waiving grace, I, we, or either of us, as principals, jointly and severally, promise to pay to the order of G. W. Hackleman \$3000.00

AT THE STATE BANK OF COLLINSVILLE

the sum of THREE THOUSAND dollars

Negotiable and payable at the State Bank of Collinsville, Collinsville, Oklahoma.

For value received, with interest at the rate of ten per cent per annum from maturity until paid, interest to become as principal when due and bear the same rate of interest.

The makers and endorsers of this note hereby severally waive presentment for payment, notice of non-payment, protest and notice of protest and diligence in bringing suit against any party thereto and consent that extension of time of payment may be granted without notice thereof, and that such extension shall not release or in any wise impair their liability. The holder of this note is hereby authorized to sell and transfer, either at public or private sale, for cash, any note or collateral pledged as security to this note, without notice to makers, should this note not be paid at maturity, and apply proceeds of said sale to its payment, with interests and all costs.

Appraisement and all exemptions waived. In case this note is placed in the hands of an attorney for collection, or suit is brought thereon, I, or we or either of us agree to pay Ten Dollars and ten per cent additional, on the full amount due, as liquidated damages and attorney's fees.

Mrs. Elsie M. Small

G. M. Small

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

This conveyance is intended as a mortgage to secure the payment of one promissory note of even date herewith: One for \$3000.00 due February 9th, 1924

Elsie M. Small

G. M. Small

made to G. W. Hackleman or order, payable at State Bank of Collinsville, Collinsville, Okla., with 10 per cent interest per annum from date, payable semi-annually, and signed