

#253604 NS

SECOND MORTGAGE

THIS INDENTURE, Made this 15th day of March, A.D. 1924, by and between B.E. Capps, and Hazel Capps, his wife, of the County of Tulsa, and State of Oklahoma, party of the first part, and Finerty Investment Company, a corporation, organized under the laws of Oklahoma, of Oklahoma City, State of Oklahoma, party of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of Two Hundred and Forty 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 thereunto belonging, situated in Tulsa County, State of Oklahoma, to-wit;

The Southwest Quarter (SW $\frac{1}{4}$) in Section Fifteen (15), Township Nineteen (19) North, Range Thirteen (13) East, of the Indian Meridian, containing 160 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 part hereto and said Finerty Investment Company, for a principal sum of Sixty Four Hundred Dollars.

The said sum of \$240.00 hereby secured, is evidenced by a certain promissory note of even date herewith, executed by the party of the first part, and payable to the order of the party of the second part in one installment maturing January 1st, 1925; Now, if the party of the first part shall fail to pay, or cause to be paid, and installments of the note secured hereby, 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 installment note, 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, appraisement 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 in case of such foreclosure, and as often as any such proceedings may be commenced, the party of the first part agrees to pay an attorney's fee of \$100.00 for the services of plaintiff's attorney and the price of an abstract of title on the said mortgaged premises, which attorney's fee and abstract expense shall be due upon the filing of the petition in any such action, and the same shall be a lien upon the land hereby mortgaged, and shall be included in the judgment of foreclosure and taxed as costs therein; 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 attorney's fees in all actions attacking such title or the validity of this mortgage, and if said prior mortgage be assigned in trust or otherwise, to another than the second party, then any part of principal or interest secured thereby, and taken up, held or owned by said second party and any and all other sums paid, as herein authorized shall be a further lien upon said land, and be secured hereby, and may be included in any judgment or decree entered hereon, and all sums secured hereby shall draw interest at the rate of ten per centum per annum payable annually, from date and sums are expended, except the installments of said note which shall severally draw interest as provided in said installment note.