

Filed for record in Tulsa County, Okla., on March 13, 1923, at 1:10 P.M. and duly recorded in book 445, page 216, By Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.

224328 - BH

COMPARED

REAL ESTATE MORTGAGE.

Know all men by these presents, that John W. Kelly and Lilia Kelly, his wife, of Rogers County, State of Oklahoma, first parties, for and in consideration of the sum of one hundred seventy and no/100 dollars the receipt of which is hereby acknowledged, do hereby mortgage and convey to The Humphrey Investment Company (incorporated under the laws of the State of Kansas) of Independence, Kansas, second party, the following described real estate situated in Rogers-Tulsa County, State of Oklahoma, to-wit:

The southwest quarter ( $\frac{1}{4}$ ) of the northwest quarter ( $\frac{1}{4}$ ) and the south half ( $\frac{1}{2}$ ) of the north half ( $\frac{1}{2}$ ) of the northwest quarter ( $\frac{1}{4}$ ) also the south half ( $\frac{1}{2}$ ) of the northeast quarter ( $\frac{1}{4}$ ) of the northeast quarter ( $\frac{1}{4}$ ) of section twenty seven (27) less right of way of Frisco R.R. Rogers County, and the northeast quarter ( $\frac{1}{4}$ ) of the southeast quarter ( $\frac{1}{4}$ ) of the northeast quarter ( $\frac{1}{4}$ ) of section twenty-eight (28) less right of way, of Frisco Railroad, Tulsa County, all in Township (20) north of range fourteen(14) east,

of the Indian Meridian, containing 91.64 acres, more or less, according to the Government survey, together with all rents and profits therefrom, and all improvements and appurtenances now or hereafter in any wise belonging thereto, and the said first parties hereby warrant the title thereto against all persons whomsoever.

This mortgage is given subject to a mortgage of even date herewith to The Humphrey Investment Company, Independence, Kansas, securing the sum of \$ 1650.00.

This mortgage is given to secure the payment of the sum of \$170.00 as evidenced by two promissory notes of even date herewith, signed by said first parties, payable to the order of the said second party as follows: Eighty five and no/100 dollars, on the 1st day of November, 1923, Eighty five and no/100 dollars on the 1st day of November, 1924, with interest as/specified, principal and interest payable at the office of The Humphrey Investment Company, in Independence, Kansas.

It is expressly agreed that if the first parties shall pay the said sum of sums of money above provided when the same are due and payable, and any sum or sums of money with interest as therein provided which may be advanced by said second party in payment of interest delinquent on said first mortgage note, then this mortgage shall become null and void, the said second party shall release the same., But in case of failure of the first parties to pay the said sum or sums of money hereby secured when due, or any sum or sums of money with interest as therein provided which may be advanced by said second party in payment of interest delinquent on said first mortgage note or any taxes or assessments levied against said above described property before delinquent or any other liens that may attach to said property before foreclosure, or if they shall make default in the performance of any of the conditions of the First Mortgage above mentioned, then the whole sum or sums of money hereby secured shall forthwith become due and payable at the option of the second party, and bear interest at the rate of ten per centum per annum from date of default until paid, and no demand or notice shall be necessary before commencement of suit to foreclose this mortgage; and in case of fore-