

230588- GB

COMPARE

## OKLAHOMA SECOND MORTGAGE

THIS INDENTURE, Made this 23rd, day of April in the year of our Lord One Thousand nine Hundred and Twenty-Three between Jeanetta Newberry, a Single woman of Tulsa County, Oklahoma of the first part and the OKLAHOMA FARM MORTGAGE COMPANY, a corporation of Oklahoma city, Oklahoma, of the second part.

WITNESSETH: That the said party of the first part have mortgaged and does hereby mortgage to party of the second part, the following described real estate, situated in Tulsa County, Oklahoma, to-wit:

North West Quarter of South West Quarter of Section Fifteen

(15) in Township Eighteen (18) North of Range Twelve (12)

of the Indian Meridian, containing forty acres, more or less,

with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

Except a mortgage to Oklahoma, Farm Mortgage company for \$1200.00.

This mortgage is given to secure the sum of One Hundred Seventy-Eight Dollars, with interest thereon at the rate of ten per cent per annum, from maturity payable annually according to the terms and at the time and in the manner provided by two certain promissory notes of even date herewith and payable to the order of the mortgagee herein, on date therein specified, ( or in partial payments prior to maturity in accordance with the stipulations therein) signed by first party Last Note being due October 1st, 1924.

It is Expressly Agreed and Understood by and between the said parties hereto, that this Mortgage is 2nd lien upon said premises; that the party of the first part will pay said principal and interest at the time when the same fall due and at the place and in the manner provided in said note and will pay all taxes, assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair and shall not be destroyed or removed without the consent of said second party, and shall be kept insured for the benefit of said second party, or assigns, against loss by fire, lightning and tornado for not less than One Thousand Dollars, in form and companies satisfactory to said second party, and that all policies shall be delivered to said second party. If the title to said premises be transferred, said second party is authorized, as agent of the first party, to assign the insurance to the grantee of the title.

It is Further Agreed and Understood that said second party may pay any taxes or assessments levied against said premises, or any other sum necessary to protect the rights of such party or assigns, including insurance upon buildings, and recover the same from the first party, with 10 per cent, interest, and that every such payment is secured hereby, and as often as this mortgage or the notes secured hereby are placed in the hands of an attorney for foreclosure or collection, the holder hereof may recover from the first party an attorney fee of Fifty Dollars. Any expense of litigation or otherwise, including attorney's fees and an abstract of title to said premises, incurred by reason of the Mortgage or to protect its lien shall be repaid by the mortgagor to the mortgagee or assigns, with interest thereon at 10 per cent per annum, and this mortgage shall stand as security therefor.

As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said parties of the first part hereby assign to the said party of the second part, its successors and assigns, all the profits, revenues, royalties, rights, and benefits accruing to them under all oil, gas, or mineral leases on said premises. This assignment is operative only in case of breach of the covenants and warranties herein, and is