

State, personally appeared J. W. Simmons, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires March 131, 1926. (seal) Iva Latta, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, May 3rd, 1923, at 2 P.M. and recorded in Book 451, page 45.

By Brady Brown, Deputy.

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

229388-GB

COMPARE

SECOND REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 2nd day of May in the year of our Lord One Thousand Nine Hundred Twenty-three, by and between M. B. Benson and Minnie Benson, his wife, of the County of Tulsa, and State of Oklahoma parties of the first part, and A.J. Hamel, party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of FOURTEEN HUNDRED FORTY & NO /100 DOLLARS, to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell convey and confirm, unto said party of the second part, and to his heirs and assigns, forever, all of the following described tract, piece or parcel of land lying and situate in the county of Tulsa and State of Oklahoma, to-wit:

All of Lot Sixteen (16) in Hanlin Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof, together with all improvements thereon.

It is understood by and between the parties hereto, that this mortgage is subject and inferior to a first mortgage of \$1200.00 to the Farm and Home Savings and Loan Association of Missouri, said mortgage being dated December 20th, 1922, and payable in 120 monthly installments of \$22.92, each, said installments being due on the 20th, day of each and every month, for 120 months.

TO HAVE AND TO HOLD THE SAME, With all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to-wit:

FIRST: Said M. B. Benson and Minnie Benson, his wife, are justly indebted unto the said party of the second part in the principal sum of FOURTEEN HUNDRED FORTY & NO/100 Dollars in lawful money of the United States, being for a loan thereof made by the said party of the second part, to the said parties of the first part, and payable according to