

234038 C.J.

## SECOND MORTGAGE

UNPAID

TRUSTEES' ENDORSEMENT  
 I hereby certify that I received \$200 and issued  
 Receipt No. 10250 in payment of mortgage  
 for on the 23rd day of June 1923  
 W. H. L. HENRY, County Treasurer  
 98B-

THIS INDENTURE, Made this 22nd day of June A.D. 1923  
 by and between A. B. Foster and Aurola E. Foster, 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 Forty Four and 75/100 Dollars the receipt of which is hereby acknowledged, to-  
 gether 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 suc-  
 cessors and assigns, forever, the following described tract or parcel of land with the tene-  
 ments, appurtenances, and hereditaments thereunto belonging situated in Tulsa County, State  
 of Oklahoma, to-wit:

The North Half (N $\frac{1}{2}$ ) of North West Quarter, (NW $\frac{1}{4}$ ) of Section Five (5)  
 in Township Twenty-one (21) North of Range Fourteen (14) East  
 of the Indian Meridian, containing 80.18 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 party hereto and said FINERTY INVESTMENT COMPANY, for a principal  
 sum of Twenty-two Hundred Dollars

The said sum of \$244.75 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 three installments, maturing December 1st, 1923, and annua-  
 lly thereafter. Now, if the party of the first part shall fail to pay, or cause to be paid  
 any 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, appraise-  
 ment 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 fore-  
 closure 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 ab-  
 stract expenses 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 prin-  
 cipal 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 as  
 be secured hereby, and may be included in any judgment or decree entered hereon; and all sums