

(Corp. Seal) Pelham Petroleum Company,

By James King Duffy, Vice-President.

Attest: Thos. P. Melvin, Secretary.

State of Oklahoma)
County of Tulsa) SS

Before me, a Notary Public, in and for said County and State, on this 16th day of March, 1917, personally appeared James King Duffy, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument, as its Vice-President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

(SEAL) Rhea M. Simpson, Notary Public.

My commission expires January 16, 1920.

Filed for record in Tulsa County, Okla. on June 11, 1923, at 2:30 P.M. and duly recorded in book 455, page 311, By Brady Brown, Deputy,

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

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SECOND REAL ESTATE MORTGAGE.

COMPARED

Know all men by these presents, that A. J. Avey and - - - - - Avey, his wife, of Tulsa County Oklahoma, parties of the first part, have mortgaged and hereby mortgage to M. L. Eno, party of the second part, the following described real estate and premises situated in Tulsa, County, State of Oklahoma to-wit:

Lot three (3) block thirty seven (37) original town of Sand Springs, Oklahoma, according to the recorded plat thereof,

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

This mortgage is given to secure the principal sum of four thousand three hundred (4,300.00) dollars with interest thereon at the rate of nine per cent per annum, payable semi-annually from April 19, 1923, according to the terms of one hundred seventy-two (172) certain promissory notes, described as follows, to-wit: each note dated April 19, 1923, amount \$25.00, the first note due May 1, 1923, and an additional note due on the 1st day of each and every subsequent month thereafter until the total amount of the principal and interest shall be fully paid.

This mortgage is given subject, and is inferior, to a certain mortgage for \$4200.00 and interest which is now held by the Oklahoma Building & Loan Association.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: that said first parties hereby covenant and agree to pay all taxes and assessments of said land when the same shall become due and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and said second party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage they will pay a reasonable attorney's fee of five hundred (500.00)