

hands in the presence of.

Ieland Shook,  
E. G. Graves.

Selma Roberts,  
J. B. Roberts,

State of Oklahoma )  
Tulsa County ) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 28th day of June, 1923, personally appeared J. B. Roberts, and Selma Roberts his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

(SEAL) Everett M. Byers, Notary Public.

My commission expires February 21st, 1927.

Filed for record in Tulsa County, Okla. on June 29, 1923, at 11:40 A.M. and duly recorded in book 455, page 484, By Brady Brown, Deputy.

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

234549 - BH

COMPARED  
DETERMINED

SECOND MORTGAGE.

10362  
36 6 3  
P.S.B.

This indenture, made this 28th day of June, A.D. 1923, by and between J. B. Roberts and Selma Roberts, 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 five hundred fortysix and 87/100 dollars, the receipt of which is hereby acknowledged, together 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 successors and assigns, forever, the following described tract or parcel of land with the tenements, appurtenances, and hereditaments thereunto belonging, situated in Tulsa County, State of Oklahoma, to-wit:

The northhalf (N $\frac{1}{2}$ ) of north west quarter (NW $\frac{1}{4}$ ) and south west quarter (SW $\frac{1}{4}$ ) of northwest quarter (NW $\frac{1}{4}$ ) of section twenty eight (28) in township seventeen (17) north, range thirteen (13) east

of the Indian Meridian, containing 120 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 thirty five hundred dollars.

The said sum of \$546.88 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 second part in four installments, first maturing December 1st, 1923, and annually thereafter until paid. 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, appraisal distinctly waived, and out of all the moneys arising from such sale to retain the amount