

MORTGAGE RECORD NO. 465

SECOND REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Cyrus S. Avery and Essie M. Avery, his wife,
 of Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to W.C. Stamper,
 of part Y, of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The West Half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$)
 and the West Sixty (60) acres of the East Half (E $\frac{1}{2}$)
 of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirteen
 (13) Township Twenty (20) North, Range Thirteen (13)
 East, containing 140 acres, more or less, according
 to the U.S. Government survey thereof.

This mortgage is given subject to a first mortgage of \$5000.00
 payable to the Commissioners of the Land Office of the State
 of Oklahoma.

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

This mortgage is given to secure the principal sum of Thirteen Thousand and No/100 DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable annually from date

according to the terms of part B certain promissory note described as follows; to-wit:

Innote of \$13,000.00 due five years after date, with the
 privilege at the end of twelve months to pay \$1000.00 or
 any multiple thereof at any interest paying date.

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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, and to insure, and keep insured in favor of
 second party, buildings on said 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 any interest installment, 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 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, will pay a
 reasonable attorney's fee of One Hundred and No/100 DOLLARS,
 which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 31st day of December, 1923

Cyrus S. Avery SEAL

Essie M. Avery, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, 31st
 day of December, 1923 personally appeared Cyrus S. Avery and Essie M. Avery, his wife,

and they
 to me known to be the identical person^s 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 signature and official seal the day and year last above written.

My commission expires March 27, 1924. (SEAL) Leone Patton Notary Public.

I hereby certify that this instrument was filed for record in my office on 14 day of Jan. A. D. 1924

at 10:50 o'clock A. M.

By Brady Brown Deputy. (SEAL) O.G. Weaver, County Clerk.