

and Bertha A. Chilton, husband and wife, 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.

Inwitness whereof, I have hereunto set my hand and notarial seal the date above mentioned.

(SEAL) W. H. Walker, Notary Public.

My commission expires on the 10th day of June, 1925.

Filed for record in Tulsa County, Okla. on July 25, 1923, at 1:00 P.M. and duly recorded in book 467, Page 19, By Brady Brown,

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

COMPARED 236546 - BH

SECOND MORTGAGE.

This indenture, made this 23rd day of July, A.D. 1923, by and between Lewis Strawhun and Florence E. Strawhun, 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 one hundred forty eight and 33/100 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 north west quarter (NW $\frac{1}{4}$) of south east quarter (SE $\frac{1}{4}$)
of section thirty two (32) in township eighteen (18)
north, range fourteen (14) east

of the Indian Meridian, containing 40 ac es, 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 one thousand dollars,

The said sum of \$148.33, 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 January 1st 1924, and annually thereafter until paid, last maturing January 1st 1926. 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, appraisement distinctly waived, and out of all of 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

I hereby certify that I received \$148.33 and issued
 receipt No. 20,868 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 24 day of July 1923
 W. H. Walker, County Treasurer