

and all damage arising by reason of the taking possession of said premises as aforesaid, and for any and all damage or liabilities that may occur to said property when in the possession of said mortgagee; and all the covenants and agreements herein contained shall run with the land herein conveyed.

This mortgage and the note and contract secured thereby shall in all respects be governed and construed by the laws of Oklahoma.

William N. Randolph.

State of Oklahoma)
County of Tulsa) SS Before me, Fred S. Brosch, a Notary Public, in and for said county and State, on this 4th day of September, A.D. 1923, personally appeared William N. Randolph to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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) Fred S. Brosch, Notary Public.

My commission expires March 10 1925.

Filed for record Tulsa County, Okla. Sept. 4, 1923, at 11:35 A.M. recorded in book 467, page 475, By Brady Brown, Deputy

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

Number-- UNITED STATES OF AMERICA, STATE OF OKLAHOMA. Dollars 1750.00
239313 - BH TITLE GUARANTEE & TRUST COMPANY, Tulsa, Okla.

COMPARED

OKLAHOMA SECOND MORTGAGE.

Know all men by these presents: That H. R. Moffett of Tulsa County, in the State of Oklahoma, party of the first part, have mortgaged and hereby mortgage to F. M. Rowell & Lola M. Rowell, jointly of Tulsa, Okla. party of the second part, the following described real estate and premises, situate in Tulsa County, State of Oklahoma, to-wit:

All of lot eight (8) and the east half of lot nine (9) in block three (3) Tulsa Square addition, to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof,

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

This mortgage is given to secure the principal sum of seventeen hundred & fifty dollars, with interest thereon at the rate of 8 per cent per annum, payable semi-annually from date, according to the terms of one certain promissory note, described as follows, to-wit:

\$1750.00

Tulsa, Okla. Sept 1st, 1923.

Two years after date, for value received, I promise to pay to the order of F. M. Rowell and Lola M. Rowell, jointly seventeen hundred & fifty dollars, at Tulsa, Okla. without defalcation or discount with interest at the rate of 8 per cent per annum, payable semi-annually from date until paid

Should any interest or principal not be paid when due, it shall bear interest at the rate of ten per cent per annum until paid. Interest on this note to be paid semi-annually. The principals, sureties and grantors of this note hereby severally and jointly presentment and demand of payment, notice or non-payment, protest and notice of protest, and extension of time of payment. If this note is not paid when due and is collected by an attorney or by suit, principals, sureties and endorsers agree to pay an attorney's fee for the collection of same, the sum of twenty five dollars, and ten per cent of the amount remaining unpaid.

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Sept 3
B. Quinn