

My commission expires March 7, 1926.

(SEAL)

Thos. E. Landrum, Notary Public.

Filed for record at Tulsa, Tulsa County, Oklahoma, Aug. 31, 1923, at 3:30 o'clock P. M. and recorded in book 468, page 231.

By Brady Brown, Deputy.

(SEAL)

O. G. Weaver, County Clerk.

#239230 NS

COMPARED

SECOND MORTGAGE.

THIS MORTGAGE, Made this 11th day of August, A. D. 1923, by and between J. F. Rafferty and Sallie Rafferty his wife, and C. D. Rafferty and Maggie Rafferty, his wife, of Tulsa County, in the State of Oklahoma, as the parties of the first part, (hereinafter called mortgagors whether one or more), and EXCHANGE TRUST COMPANY, a corporation, of Tulsa, Oklahoma, as the party of the second part (hereinafter called mortgagee);

WITNESS, That the said mortgagors for the purpose of securing the payment of the sum of Two Hundred Ten and no/100 Dollars, and the interest thereon, as herein set forth, do by these presents mortgage unto said mortgagee, its successors and assigns, all of the following described real estate, situated in Tulsa County, Oklahoma, to-wit;

North Half of Northwest Quarter and Southeast Quarter of Northwest Quarter of Section Thirty-four (34), Township Eighteen (18) North, Range Thirteen (13) East of the Indian Base and Meridian, containing 120 acres, more or less, according to the United States Survey thereof.

TO HAVE AND TO HOLD the same, together with all and singular the improvements thereon, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever.

Provided, however, that this mortgage is given to secure the payment to said mortgagee, its successors and assigns, the aggregate principal sum of Two Hundred Ten and No/100 Dollars, according to the terms of Two (2) promissory notes of even date herewith, as follows;

No. 1, \$105.00 due November 1, 1924.

No. 2, \$105.00 due November 1, 1925.

with interest at ten per cent per annum from maturity until paid, payable at the office of said mortgagee EXCHANGE TRUST COMPANY, Tulsa, Oklahoma.

I hereby certify that I received \$ 08 and issued Receipt No. 11366 for payment of mortgage tax on the within mortgage.

Dated this 31 day of Aug. 1923
W. W. Stacey, County Treasurer
Deputy

And said mortgagors as a part and parcel of the same transaction, and as further security for the payment of the indebtedness hereinbefore set forth, and as an inducement for the acceptance of this mortgage, hereby covenant and agree that they warrant and will defend the title to said premises, and that they are the owners in fee simple of the same; that the same are free, clear and discharged of all encumbrances, charges, claims, demands, liens, liabilities for liens or any other claim or demand except a real estate mortgage given of even date herewith to said mortgagee in the principal sum of \$2000.00 Dollars, and the parties of the first part, the mortgagors herein, covenant and agree that if they fail in any of the terms and conditions of said prior mortgage, or the note or notes which said mortgage was given to secure, and if said prior mortgage be assigned in trust or otherwise to another than the second party, then any part of principal or interest secured thereby and taken up, held or owned by said second party shall be a further lien upon said land and be secured hereby, and may be included in any judgment or decree entered hereon, and all sums secured here by shall draw interest at the rate of ten per centum per annum, payable annually from date said