#239617

SHCOND MORTGAGE

P Craigo and

THIS MORTGAGE, Made this 6th, day of September A, ", 1923 by and between H. Nan Craigo, his wife, and E, H, Young and Evelyn Young, his wife of Tulsa County, in the grate of Oklahoma, as the parties of the first part (hereinafter called mortgagors whether one or more) and EXCHANGE TRUST COMPANY, amcorporation of Tulsa Oklahma, 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 One Hundred Five and No/100 Dollars, and the interest thereon, as herein set forth, d o 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;

Northeast Quarter of Southeast Quarter of Section "welve (12) Township Twenty (20) North, Hange Thirteen (13) East of of the Indian Base and Meridian, containing Porty 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 the feunto belonging or in anywise appertaining, forest

Provided, however, that this mortgage is given to secure the payment to said mortgagee, its successors and assigns, the aggregate principal sum of One Hundred Five and no/100 Dollars, according to the terms of One promissory note of even date herewith, as follows.

No. 1- \$105.00 due September 1st, 1924, with interest at ten per cent per annum from Maturity untill paid. payable at the office of said mortgageeEXCHANGE TRUST COMPANY, Tulsa Oklahoma,

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 fot the acceptance of this mortgage, hereby covenant and agree that they warrant and wik11 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 descharged of all encumbrances, sharges, 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 One Thousand Five Hundred 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 that hte second party, then any part of principal or interest 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 herein, and all sums secured here by shall draw interest at the tate of ten per cent per annum, payable annually from date said sumé are paid out or expended.

Said mortgagors hereby cocenant and agree to pay all taxes and assessments of whatsoever character or kind on said land and any and all taxes or assessments that shall hereafter be levied against the same except the mortgage tax that may be payable upon the filing of this instrument, but including personal taxes before the same shall become delinquent and a lien upon said property, and to keep the buildings upon the premises hereby mortgaged insured in some reliable insurance company, approved by the mortgagee against loss or damage by fire, lighting, tornado and wind-storm. in the sum of None Dollars; and in case such taxes or assessments Core not promptly paid when due and payable, or in case such insurance polices as above specified are not kept in force in the amount above fixed, then the mortgagee may satisfy or pay such taxes or special assessments and insurance premiums; all payments so made by the mortgagee shall immediately be due and payable to it; including all costs and expenses in connection therewith and all a cunts so expended or paid shall bear interest at the rate of ten per cent per amoum from payment untill reimbursement is madem and shall be and constitute