

In witness whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

Executed in the presence of.

J. R. Schwyhart,  
Lola Schwyhart.

State of Oklahoma, Tulsa County, SS,

Before me, a Notary Public, in and for said County and State, on this 30th day of Oct, 1923, personally appeared J. R. Schwyhart and Lola Schwyhart, husband and wife, to me known to be the identical persons 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.

(SEAL) R. L. Kyfer, Notary Public.

My commission expires June 6, 1927.

Filed for record in Tulsa County, Okla. on Nov. 16, 1923, at 3:30 P.M. recorded in book 474, page 388, Brady Brown, Deputy,

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

244649 - BH

COMPARED

#### SECOND MORTGAGE.

Know all men by these presents: That Ella Wilcox and H. H. Wilcox, her husband, of Tulsa, County, State of Oklahoma, parties of the first part, hereinafter called the first party, have mortgaged and hereby mortgage, convey and warrant to Maxwell Investment Company of Kansas City, Missouri, party of the second part, hereinafter called the second party, and to its successors and assigns, the following described real estate in Tulsa County, Oklahoma, to-wit:

The south half of the south half of section number

twenty three (23) township number seventeen (17)

north, range number fourteen (14) east,

containing 160 acres, more or less, together with all the improvements thereon and the appurtenances thereunto belonging, subject only to a mortgage of even date herewith for eight thousand dollars and interest thereon, between the same parties, conveying the same real estate herein described.

This mortgage is given as security for the performance of the covenants hereon, and to secure the payment to Maxwell Investment Company, its successors and assigns, of the aggregate sum of twelve hundred dollars, according to the terms of three promissory notes of even date herewith as follows:

- No. 1, \$400.00 due January 1, 1925,
- No. 2, \$400.00 due January 1, 1926,
- No. 3, \$400.00 due January 1, 1927,

with interest at 10 per cent per annum from maturity until paid; said notes and interest being payable at the office of Maxwell Investment Company, Kansas City, Missouri.

I hereby certify that I received \$1200 and issued Receipt No. 12474 therefor in payment of mortgage tax on the within mortgage.

Dated this 17 day of Nov., 1923

W. W. Stuckey, County Treasurer

Deputy

The first party hereby covenants and agrees:

That they are justly indebted to the parties of the second part the sum herein mentioned, and that they will pay the notes hereby secured in full, according to their terms, notwithstanding the said note described in the first mortgage is paid before maturity.

To neither commit or suffer waste.

To pay all taxes and assessments levied upon said real estate, or upon the lien hereby created (except mortgage registration tax) by virtue of any law of the State of Oklahoma, to whomsoever assessed, including personal taxes, before same shall have become delinquent;

To keep the buildings erected and to be erected upon said premises insured against loss by fire and tornado, to the amount of \_\_\_\_\_ dollars, for the benefit of the second party, its