

State of New Mexico, County of Colfax, SS

On this 20th day of Oct. 1923, before me personally appeared Flo Doty, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Witness my hand and official seal the day and year last above written.

My commission expires 4/10/1927

(SEAL) J. B. Dyer, Notary Public.

Filed for record in Tulsa County, Okla. on Nov. 21, 1923. at 2:45 P.M. and recorded in book 474, page 437, Brady Brown, Deputy.

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

245004 - BH

COMPARED

SECOND REAL ESTATE MORTGAGE.

This indenture, made this the 20th day of November, 1923, by and between Ardene Lewis, a single woman, of Tulsa County, Oklahoma, mortgagor to F. M. Foster, of Tulsa County, Oklahoma, mortgagee;

WITNESSETH:

That said mortgagor, in consideration of the amount of one thousand dollars (\$1000.00) the receipt whereof is hereby acknowledged does by these presents, grant, bargain, sell and convey to the said mortgagee his heirs and assigns, all of the following described real estate, situated in the county of Tulsa, State of Oklahoma, to-wit:

South forty feet of lot two (2) in Block 1253, containing 12.53 acres, more or less, tax on the within mortgage. Dated this 27th day of Nov., 1923. W. W. Stuckey, County Treasurer

To have and to hold the same, together with all and singular the tenements hereunto belonging, or in any wise appertaining, forever.

This conveyance is intended as a mortgage to secure the payment of five promissory notes of even date herewith, said notes being executed by the said mortgagor to the said mortgagee, and being more particularly described as follows:

Note No. 1. amount \$50.00, due six months after date with interest at 10% from maturity.

Note No. 2 - amount \$50.00, due one year after date, with interest at 10% from maturity.

Note No. 3. - amount \$50.00 due eighteen months after date, with interest at 10% from maturity.

Note No. 4, amount \$50.00, due two years after date with interest at 10% from maturity.

Note No. 5, amount \$1,000.00 due two years after date, with interest at 10% from maturity.

each of said notes providing for an Attorney's fee of Ten Dollars (\$10.00) and ten per cent of the note, if the same is collected by an attorney or by legal proceedings.

Said mortgagor hereby covenants that she is the owner in fee simple of said premises, and that they are free and clear of all incumbrances, except a first mortgage in favor of F. M. Foster, in the sum of four thousand dollars (\$4000.00) dated December 26th, 1922, payable three years after date, and that she has good right and authority to mortgage the same, and that she will warrant and defend the same against the lawful claims of all persons whomsoever.

Said mortgagor agrees to pay all taxes and assessments lawfully levied or assessed against said premises before the same becomes delinquent.

*Handwritten:* Original  
Brady Brown  
Nov 21-1923