

coupons secured by this mortgage, shall not be paid when due, they shall draw interest at the rate of ten per centum per annum, payable annually, from maturity until paid. All benefit of stay valuation, homestead and appraisement laws/herby expressly waived.

In testimony whereof, the said parties of the first part have hereto set their hands in the presence of

Everett M. Byers,  
W. T. Taylor.

Ass Rose,  
Carrie Rose.

State of Oklahoma )  
Tulsa County ) SS

Before me, the undersigned, a Notary Public, in and for said county and state, on this 27th day of November, 1923, personally appeared Ass Rose and Carrie Rose, his 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.

Witness my hand and official seal the day and year above set forth.

(SEAL) Everett M. Byers, Notary Public.

My commission expires Feb. 21st, 1927.

Filed for record in Tulsa County, Okla. On Nov. 27, 1923, at 4:30 P.M. recorded in book 474, page 491, Brady Brown, Deputy.

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

245531 - BH

COMPARED

SECOND MORTGAGE.

This indenture, made this 27th day of November, A.D. 1923, by and between Ass Rose, and Carrie Rose, his wife, of the county of Tulsa and State of Oklahoma, party of the first part, and Finerty Investment Company, a corporation, organized under the laws of the State of Oklahoma, party of the second part.

Witnesseth, that the said party of the first part, in consideration of the sum of three hundred dollars the receipt of which is hereby acknowledged, together with the interest thereon and other sums hereinafter mentioned, as the same fall due, doth hereby grant, bargain, sell and mortgage to said party of the second part, its successors and assigns, forever, the following described tract or Parcel of land with the tenements, appurtenances, and hereditaments thereunto belonging situated in Tulsa County, State of Oklahoma, to-wit:

The north half (N $\frac{1}{2}$ ) of north half (N $\frac{1}{2}$ ) of south east quarter (SE $\frac{1}{4}$ ) and south half (S $\frac{1}{2}$ ) of northwest quarter (NW $\frac{1}{4}$ ) of south east quarter (SE $\frac{1}{4}$ ) in section five (5) township seven (17) north, range thirteen (13) east,

of the Indian Meridian, containing 60 acres, more or less, according to government survey together with the rents, issues and profits thereof, and warrant, and will defend the title to the same. This mortgage being subject however, to a prior bond and mortgage of the same date, between the first party hereto, and said Finerty Investment Company, for a principal sum of fifteen hundred dollars.

The said sum of \$300.00 hereby secured, is evidenced by a certain promissory note of even date herewith, executed by the party of the first part, and payable to the order of the second part in three installments, last maturing December 1st, 1926. Now if the party of the first part shall fail to pay, or cause to be paid any installments of the note secured hereby, when the same shall become due, or any sum or sums hereinafter mentioned, or shall fail in any of the terms and conditions of said prior bond or mortgage or of said installment note, then this conveyance shall become absolute and the whole sum secured hereby

TREASURER'S ENDORSEMENT

I hereby certify that I received \$128 and is for the purpose of payment of mortgage of \$126.86 on Nov. 27, 1923.

W. W. S. Key, County Treasurer