

I. J. Underwood

Subscribed and sworn to before me this 28th day of September, 1923.

My commission expires Mar. 4-1924. (Seal) Harold J. Sullivan, Notary Public.

State of Oklahoma,)
) ss.
 County of Tulsa.)

Before me, a Notary Public, in and for said County and State on this 28th day of September, 1923, personally appeared I. J. Underwood to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires Mar. 4-1924. (Seal) Harold J. Sullivan, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Sept. 28, 1923 at 3:30 o'clock P.M. and recorded in Book 479, Page 129.

By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.

241074 INC. MORTGAGE SECOND MORTGAGE.
 11726

COMPARED

THIS MORTGAGE, Made this 27th day of September,
 A.D. 1923, by and between Esther D. Payne, nee Gravitt,
 and Gus E. Payne, her husband 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 One Hundred Eighty-seven and 50/100 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:

Southwest Quarter (SW $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty (30)
 and Northwest Quarter (NW $\frac{1}{4}$) of Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-one
 (31) Township Twenty (20) North, Range Fourteen (14) East.

of the Indian Base and Meridian, containing 80 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 One Hundred Eighty-seven and 50/100 Dollars, according to the terms of two promissory notes of even date herewith, as follows: No. 1, \$93.75 due October 1, 1924. No. 2, \$93.75 due October 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.

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 \$2500.00 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