

Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 22, 1923 at 3:40 o'clock P.M. in Book 480, page 382

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

245089 C.J.

SECOND  
MORTGAGE OF REAL ESTATE

COMPARED

**TREASURER'S ENDORSEMENT**  
I hereby certify that I received \$1662 and issued Receipt No. 12605 therefor in payment of mortgage on the within mortgage.  
Given this 22 day of Nov, 1923  
W. S. Bailey, County Treasurer  
J. B. Deputy

This indenture, made and entered into this 21st day of November, 1923, between Leslie Rogers, a single man, of Tulsa, County, in the State of Oklahoma, party of the first part, and Harry C. Peiker of Tulsa County, State of Oklahoma, party of the second part.

WITNESSETH: That said party of the first part, in consideration of the sum of Twenty-seven hundred fifty and no/100 (\$2750.00) Dollars, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said party of the second part his successors and assigns, all the following described real estate, lying, situate and being in the county of Tulsa State of Oklahoma, to-wit: The North fifty-four and 2/10th (54.2) feet of the South One Hundred eight and 2/10ths (108.2) feet of Lot Thirteen (13) in Block Five (5) in Terrace Drive Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof-

(This mortgage is subject only to a first mortgage now of record against said property.)

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

This conveyance, however, is intended as a mortgage to secure the payment of two promissory notes in writing this day executed and delivered to said second party by said first party, one for (\$1750.00) due \$50.00 each month beginning January 1, 1924, one for \$1000.00 due November 21st, 1926, all payable at THE EXCHANGE NATIONAL BANK OF TULSA, Tulsa County, State of Oklahoma, with interest from date at the rate of eight per cent per annum, payable semi-annually, and all providing for the payment of Ten Dollars and Ten Per Cent additional, as attorney's fees, in case the same be collected by legal proceedings or be placed in the hands of an attorney for collection.

Said first party hereby covenants that he is the owner in fee simple of said premises and that the same are free and clear of all encumbrances except a first mortgage above referred to. That he has good right and authority to convey and incumber the same and ---- he---- will warrant and defend the same against the lawful claims of all persons whomsoever. Said first party agrees to insure the buildings on said premises in the sum of (\$4000.00) for the benefit of the mortgagee, its successors and assigns and to maintain such insurance during the existence of this mortgage. Said first party also agrees to pay all taxes and assessments lawfully assessed against said premises before the same shall become delinquent.

NOW if said first party shall pay or cause to be paid to said second party, its successors and assigns, said sum or sums of money in the above described notes mentioned, together with the interest thereon according to the terms and tenor of said notes, and shall procure and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void; otherwise shall remain and be in full force and effect. If such insurance is not affected and maintained or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before the same become delinquent, then the mortgage herein his successors or assigns may effect such insurance and pay such taxes and assessments and shall be allowed interest thereon at the rate of ten (10) per cent per annum until paid, and this mortgage shall stand as security for all such payments and sums; and if said sum or sums of money or any part thereof,