

and State aforesaid, duly commissioned and acting as such on this 27th day of November A. D. 1923, personally appeared Mrs. Z. M. Goff to me well known to be the identical person who signed and executed the foregoing mortgage and acknowledged to me that she signed and executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

My commission Expires September 25, 1924 (SEAL)

W. J. Henry, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 27, 1923 at 3:00 o'clock P. M. in Book 480, page 446

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

245521 C. J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$428 and issued Receipt No. 12690 in payment of mortgage tax on the within mortgage.

Dated this 28 day of Nov. 1923

W. W. Smalley, County Treasurer

Deputy

SECOND MORTGAGE

COMPARED

THIS INDENTURE, Made this 24th day of November, A.D. 1923 by and between Mattie Boles, and Charles A. Boles, her husband 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

Oklahoma, of Oklahoma City, State of Oklahoma, party of the second part,

WITNESSETH, That the said party of the first part, in consideration of the sum of Six 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 South Half (S $\frac{1}{2}$) of South East Quarter (SE $\frac{1}{4}$) in Section Twenty-Three (23), Township Eighteen (18) North, Range Fourteen (14) East

of the Indian Meridian, containing 80 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 Three Thousand Dollars

The said sum of \$600.00 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 party of the second part in four installments last maturing December 1st, 1927. 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 shall at once become due and payable, at the option of the holder hereof, who may at any time thereafter proceed to foreclose this mortgage and sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisement distinctly waived, and out of all the moneys arising from such sale to retain the amount due for principal and interest, taxes and penalties thereon; together with the costs and charges of making such sale; and the overplus, if any there be, shall be paid by the party making such sale, on demand to said party of the first part, and in case of such foreclosure, and as often as any such proceedings may be commenced, the party of the first part agrees to pay an attorney's fee of \$100.00 for the services of plaintiff's attorney and the price of an abstract of title on the said mortgaged premises, which attorney's fee and abstract expenses shall be due upon the filing of the petition in and such action, and the same shall be a lien upon the land hereby mortgaged, and shall be in-