

STATE OF OKLAHOMA,)
TULSA COUNTY.) SS.

Before me, a Notary Public in and for said county and state, on this 29th day of Oct A. D. 1923, personally appeared F. S. Hurd to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

My commission expires Aug. 28th 1924 (SEAL) Joseph C. Dowdy, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 30, 1923 at 9:00 o'clock A. M. in Book 480, page 69

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

243337 C. J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$110 and issued Receipt No. 12569 in payment of mortgage tax on the within instrument.

Dated this 31 day of Oct. 1923

W. W. Sweeney, County Treasurer

Deputy

SECOND MORTGAGE
REAL ESTATE

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That J. M. Burkhart

and his wife, Virginia Burkhart Parties of the First Part or Mortgagor have mortgaged and do hereby mortgage unto The First National Bank of Broken Arrow Oklahoma, assigns, the following described real estate

and premises, situate in the County of Tulsa State of Oklahoma, to-wit:

The Southeast Quarter of Section One, Township 17 North, Range 14 East

TOGETHER WITH the improvements thereon and the appurtenances and hereditaments thereunto belonging or in anywise appertaining and the rents, issues and profits thereof, and warrant the title to the same against all claims whatsoever, except the mortgage hereinafter set forth.

THIS MORTGAGE is given to secure the payment of the money and the performance of the covenants and agreements herein agreed upon to be paid and performed by the Mortgagors, to-wit:

THAT the said Mortgagors or their heirs will pay unto the said The First National Bank of Broken Arrow, Oklahoma or assigns at the office of The First National Bank, Broken Arrow, Tulsa County, State of Oklahoma, the sum of Fifty Five Hundred Dollars as evidenced by their promissory notes of even dates herewith, as follows:

First note for Five Thousand #----- Dollars, due October 26, 1924

Second note for Five ^{Hundred} ~~Thousand~~ #----- Dollars, due October 26, 1924

with interest thereon after date at the rate of eight (8) per centum per annum, the payment of which notes and the interest thereon are intended to be secured hereby.

THAT, in case of default in the payment of any of said notes or the interest thereon or of any sum herein agreed upon to be paid or the performance of any agreement herein contained, the said Mortgagors will pay unto the said Mortgagee interest at the rate of eight (8) per centum per annum, semi-annually on all of the principal sum, then remaining unpaid from the date of such default to the time when the money shall be actually paid or such agreement performed.

That the said Mortgagors will pay all taxes or assessments of every kind, levied or to be levied against said First Party or Mortgagore and against the premises hereby mortgaged before the same become delinquent, also all liens, claims, adverse titles and encumbrances on said property, and, if any of said taxes, assessments, liens, claims, adverse titles or encumbrances be not paid by the said Mortgagors, the Mortgagee may elect to pay the same and shall be entitled to collect all sums thus paid with interest thereon at the rate of eight (8)