

480

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By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

243407 C.J.

SECOND MORTGAGE

~~COMPARED~~

KNOW ALL MEN BY THESE PRESENTS: That Tulsa Warehouse Co. a Corporation of Tulsa, County, State of Oklahoma, party of the first part, to secure the payment of One Thousand and No/100 Dollars and the interest thereon, and other sums hereinafter mentioned, as the same fall due, hereby mortgage to THE MONARCH INVESTMENT COMPANY, a corporation organized and existing under the laws of the State of Kansas, party of the second part, the following described real estate and premises, situate in Tulsa County, State of Oklahoma, to-wit:

The Southerly Twenty Five (25) feet of Lot Two (2) and all of Lot Three (3) in Block Sixty Two (62) of the Town of Tulsa, Oklahoma, according to the Government plat and survey thereof; the property hereby conveyed, having an aggregate front of One Hundred Twenty Five Feet (125) on the Western Line of Cheyenne Avenue by a dept westerly between parallel lines of One Hundred Forty Feet (140) to the Alley Twenty (20) Feet Wide bounded Southwardly by the Northerly line of Right of Way of the St Louis and San Francisco Railroad.

together with the rents and profits therefrom; and warrant the title to the same. This mortgage being subject, however, to a prior mortgage between the same parties, for the principal sum of One Thousand and No/100 Dollars. The said sum secured hereby is evidenced by Two certain promissory notes of even date herewith, executed by the said party of the first part, and payable to the order of the party of the second part, as follows, to-wit:

One note for Five Hundred and No/100 Dollars, due October 15th, 1924, and One other for Five Hundred and No/100 Dollars, each due on the first day of April 1925 in each year until the whole sum is paid.

The said party of the first part hereby expressly agree to pay each of said notes when the same become due, according to the terms of said notes, and to pay the interest on the sum secured by said prior mortgage when the same falls due according to the terms thereof; to pay taxes and assessments against said land when the same are due and payable; and the said party of the second part or its assigns is expressly authorized to pay any and all sums necessary to protect the title to the said premises, or to keep the same free from other liens of whatever nature, including attorneys fees in all actions attacking such title, or the validity of this mortgage, and if said prior mortgage be assigned in trust, or otherwise to another than the second party, then any part of principal or interest secured thereby, which may be paid or advanced, taken up, held or owned by said second party, and any other sum paid, as authorized, shall be a further lien upon said land, and be secured hereby together with interest thereon at ten per cent per annum from date of such payments and may be included in any judgment or decree entered hereon; and in case of a foreclosure of this mortgage to pay an attorney fee of Fifty Dollars to be due upon the filing of the petition in foreclosure, and which is secured hereby the same as said notes. And in case of a failure to pay any of said notes when the same is due, or to pay any interest on the note secured by said prior mortgage when it is due, or to pay any tax or assessment levied against said land when the same is due or to perform any of the covenants or agreements in said prior mortgage, the whole of the notes hereby secured shall at once, at the option of the holder thereof, become due and payable, and such holder shall be entitled to a foreclosure of this mortgage and to have the said premises sold and the proceeds applied to the payment of the sums secured hereby, and in case of any such foreclosure any interest upon the note or notes secured by said prior