

Witness my hand and official seal the day and year above set forth.

My commission expires March 6, 1926 (SEAL) Jo N. Keeney, Notary Public
 Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 17, 1923 at 10:25 o'clock A. M.
 in Book 482, page 76
 By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

246891 G. J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 20 and issued
 Receipt No. 2956 therefor in payment of mortgage
 loan on the within mortgage.

Dated this 18 day of Dec., 1923

W. W. Smiley, County Clerk

Deputy

SECOND MORTGAGE

COMPARED

THIS INDENTURE, Made this 5th day of December A.D.
 1923, by and between R. J. Koch and Callie Koch, his
 wife, of the County of McIntosh, and State of Okla-
 homa, hereinafter known as party of the first part,
 and COMMERCE TRUST COMPANY, A CORPORATION OF KANSAS
 CITY, MISSOURI, party of the second part;

WITNESSETH: That the said party of the first part, in consideration of the sum of
 Three Hundred Twenty-five and No/100 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 suc-
 cessors and assigns, forever, the following described tract or parcel of land with the tene-
 ments, appurtenances, and hereditaments thereunto belonging, situated in Tulsa County,
 State of Oklahoma, to-wit:

West Half ($W\frac{1}{2}$) less five acres in the Southeast Corner, of Section Eight

(8); Township Sixteen (16) North and Range Thirteen (13) East.

of the Indian Meridian, containing 315 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 Commerce Trust Company, for a principal sum of
 Six Thousand Five Hundred and No/100 Dollars.

The said sum of \$6500.00 hereby secured is evidenced by one certain promissory note
 of even date herewith numbered----- executed by the party of the first part, and payable
 to said party of the second part, or bearer at its office in Kansas City, Missouri, with
 interest from maturity at the rate of 8 per cent per annum, payable annually, and provide
 that if default made in payment of said note or notes, or any part thereof, then the entire
 note or notes shall become due and payable at once, without further notice, and shall bear
 interest at the rate of 8 per cent per annum from date thereof until paid. If placed
 in the hands of an attorney for collection, 10 per cent additional on the amount due may be
 added for collection fees, but in no event less than the sum of Fifty Dollars.

Now, if the party of the first part shall fail to pay, or cause to be paid the note
 or notes secured hereby, or any part hereof, or 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 note or notes above described, or if waste be committed on, or
 improvements be removed from said real estate without written consent of the second party,
 or if by reason of operation under any oil, gas or mineral lease, the premises are rendered
 unfit for agricultural purposes, in whole or in part, or the security impaired, 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 man-
 ner prescribed by law, appraisal distinctly waived, and shall be entitled to have a Re-
 ceiver appointed to take charge of the premises, to rent the same and receive and collect
 the rents, issues and royalties thereof, under direction of the Court, and it is agreed and