

Before me a Notary Public in and for said County and State. on this 10th day of March 1920. personally appeared F..A..Best. to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year first above written  
My Commission expires July 25- 1923. (seal) Nell Ledford. Notary Public.  
Filed for record in Tulsa. Tulsa County. Oklahoma. August 18th 1924 at 4:35 O'Clock P. M.  
and recorded in Book 484. Page 634.  
By Brady Brown Deputy (seal) O. G. Weaver County Clerk,

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#265636 EC *16231* and issue SECOND MORTGAGE;

This indenture, Made this 16th day of August, A. D. 1924. by and between C. D. Lovette and May Lovette *20 August 1924* *g-m*, his wife., 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 Ninety-Eight 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 of parcel of land with the tenements, appurtenances. and hereditaments thereunto belonging situated in Tulsa County. State of Oklahoma. to-wit;

The East Half ( $E\frac{1}{2}$ ) of South East Quarter ( $SE\frac{1}{4}$ ) in Section Thirty-Six (36). Township Twenty-One (21). North. Range Thirteen (13) East of the Indian Meridian. less a strip of land containing 4.4 Acres along the easterly side of this tract, same being deeded to Tulsa County., Oklahoma for the purpose of a public highway.,

of the Indian Meridian. containing 75.6 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 Seventeen Hundred Dollars.,

The said sum of \$98.00 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 two installments last maturing November 1st. 1925. 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. appraisal 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 service 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 any such action and the same shall be a lien upon the land hereby mortgaged and shall