

252310 M H

SECOND REAL ESTATE MORTGAGE

COMPARED

TREASURER'S ENDORSEMENT

I hereby certify that I received \$166 and issued
 Receipt No. 13936 therefor in payment of income tax
 on the within mortgage. *W. W. Stuckey*

Dated this 1 day of March 1924

W. W. Stuckey, County

W. W. Stuckey
 Deputy

KNOW ALL MEN BY THESE PRESENTS, That D. W. Rodgers
 and Ila Rodgers, husband and wife of Tulsa County
 Oklahoma, parties of the first part, have mortgag-
 ed and hereby mortgage to Frank Wilder party of
 the second part, the following described real
 estate and premises situated in Tulsa County,

State of Oklahoma, to-wit:

Lot eight (8), Block Twenty-six (26) College Addition to Tulsa, Oklahoma. with all the
 improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Three Hundred & No/100 Dollars
 with interest thereon at the rate of 10 per cent per annum, payable annually from date
 according to the terms of One certain promissory note described as follows, to-wit:

One note dated Feb. 15 1924 due Feb 15, 1925 for \$300.00

This mortgage is given subject, and is inferior, to a certain mortgage for \$2500.00 and
 interest, given by said parties to Oklahoma City Building & Loan Ass'n and dated Feb. 11 1924

Provided always, That this instrument is made, executed and delivered upon the following
 conditions, to-wit: That said first parties hereby covenant and agree to pay all taxes and
 assessments of said land when the same shall become due and to keep all improvements in good
 repair and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be
 made in the payment of the principal sum of this mortgage, or the taxes, insurance premiums,
 or in case of the breach of any covenant herein contained, the whole of said principal sum,
 with interest, shall be due and payable, and this mortgage may be foreclosed and said second
 party shall be entitled to the immediate possession of the premises and all rents and profits
 thereof.

Said parties of the first part hereby agree that in the event action is brought to fore-
 close this mortgage will pay a reasonable attorney's fee of Thirty & no/100 Dollars which
 this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisement
 of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 15th day of February 1924

D. W. Rodgers

Ila Rodgers

STATE OF OKLAHOMA, }
 COUNTY OF TULSA } SS

Before me, a Notary Public, in and for the above named County and State, on this 15th day
 of Feb'y 1924, personally appeared D. W. Rodgers and Ila Rodgers to me personally known to be
 the identical person who executed the within and foregoing instrument and acknowledged to me,
 that they executed the same as their free and voluntary act and deed for the uses and purposes
 therein set forth.

WITNESS my signature and official seal, the day and year last above written.

My commission expires Oct. 11, 1925 (Seal)

F. B. Jordan, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma on Feb'y 29 1924, at 1.30 P. M in Book 485

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Brady Brown, Deputy

(Seal)

O. W. Weaver, County Clerk

252311 M H

COMPARED

GENERAL WARRANTY DEED