

Before me, the undersigned, a notary public, in and for said county and state, on this 28th day of January 1924, personally appeared Jennie E. Brown, and Samuel W. Brown, her husband to me known to be the identical persons 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 hand and official seal the day and year above set forth.

My commission expires March 26th, 1925, (Seal) E. A. Lilly, Notary Public  
Filed for record in Tulsa, Tulsa County, Oklahoma on Jan 29, 1924 at 3.45 oclock P. M in  
Nook 485 page 10

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

# 250041 M H

SECOND MORTGAGE

COMPARED

**TREASURER'S ENDORSEMENT** THIS INDENTURE, Made this 25th day of January A. D. 1924  
I hereby certify that I received \$1,000.00 and hereby and between Jennie E. Brown, and Samuel W. Brown, her  
Deputy No. 13545 and or in payment of mortgage  
Husband of the County of Tulsa, and State of Oklahoma, party  
of the first part and Finerty Investment Company, a corp-  
oration, 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 Three Hundred 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 or parcel of land with the tenements, appurtenances, and hereidita-  
ments thereunto belonging situated in Tulsa County, State of Oklahoma, to-wit:

The East Half (E $\frac{1}{2}$ ) of North East Quarter (NE $\frac{1}{4}$ ) in Section Twenty-Two (22)  
Township Eighteen (18) North, Range Twelve (12) East.

of the Indian Meridian, containing 80 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 Fifteen Hundred Dollars.

The said sum of \$300.00 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 three installment last maturing January 1st, 1927. 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, appraisement 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 cost and charges of making such sale; and the overplus if any therebe, 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 services 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