

Filed for record in Tulsa County, Tulsa Oklahoma, Feb'y 21, 1924 at 10:45 o'clock A. M.

in Book 486, page 299

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

251693 C.J.

SECOND MORTGAGE

THE SUPER-ENDORSEMENT

I have received \$18,000 and have
 Received 13847
 in full of the mortgage.

Dated this 23 day of Feb'y 1924

W. W. Shackley, County Clerk

Deputy

KNOW ALL MEN BY THESE PRESENTS: That W. C. Turk and Dora Turk his wife and E. I. Turk a single man of Tulsa, County, State of Oklahoma, parties of the first part, to secure the payment of Nine Hundred 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:

Lot Nineteen (19) Block Eight Nine (89) in the City of Tulsa, Oklahoma according to the Official plat thereof,

together with the rents and profits therefrom; and warrant the title to the same. This mortgage being subject, however, to a prior mortgage of the same date, between the same parties, for the principal sum of Eighteen Thousand and no/100 Dollars.

The said sum secured hereby is evidenced by One certain promissory notes of even date herewith, executed by the said parties of the first part, and payable to the order of the party of the second part, as follows, to-wit:

One note for Nine Hundred and no/100 Dollars, due January 1st, 1925, and --- Dollars, others for ---/each due on the first day of ----- in each year until the whole sum is paid.

The said parties 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 then 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 mortgage at the time paid, advanced, held or owned by the holder hereof shall be included in such foreclosure, and is secured hereby in the same manner as said notes. And any sum paid by the holder hereof