

ment rendered and to be collected and enforced the same as the balance of the debt hereby secured. And in case the Note or Bond or coupons secured by this mortgage shall not be paid when due, they shall draw interest at the rate of ten per centum per annum, payable annually, from maturity until paid. All benefit of stay, valuation, homestead, and appraisement laws are hereby expressly waived.

IN TESTIMONY WHEREOF, The said parties of the first part have hereto set their hands
 In the presence of
 D. W. Camfield
 Everett M. Byers
 STATE OF OKLAHOMA,)
 TULSA COUNTY,) SS:

Thomas J. Chaney

Maud Chaney

Before me, the undersigned, a Notary Public, in and for said County and state, on this 23rd day of February, 1924 personally appeared Thomas J. Chaney, a Cherokee By Blood, Roll Number 12316, and Maud Chaney, his wife 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 Feb. 21st, 1927 (SEAL) Everett M. Byers, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Feb 25th, 1924 at 11:15 o'clock A. M.
 in Book 486, page 339

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

251888 C.J.

SECOND MORTGAGE

COMPARED

THIS INDENTURE, Made this 23rd day of February, A. D., 1924 by and between Thomas J. Chaney, a Cherokee By Blood, Roll Number 12316, and Maud Chaney, 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 One Hundred and Twenty 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 hereditaments, thereunto belonging situated in Tulsa County, State of Oklahoma, to-wit:

The South West Quarter (SW $\frac{1}{4}$) of South West Quarter (SW $\frac{1}{4}$) in Section Seven (7), Township Twenty-one (21) North, Range Thirteen (13) East of the Indian Meridian, containing 40 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 Twelve Hundred Dollars.

The said sum of \$120.00 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 January 1st, 1926. 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