

255477 O. J.

## TREASURER'S ENDORSEMENT

I have received \$50 and issued  
 Receipt 14445 for payment of mortgage  
 tax on the within instrument.

Dated this 11th day of April 1924

W. W. Jackson, County Treasurer

By \_\_\_\_\_  
 Deputy

## SECOND MORTGAGE COMPARED

THIS MORTGAGE, Made this 10th day of April, A. D. 1924, by and between Oscar Lowry, a widower, of Tulsa County, in the State of Oklahoma, as the party of the first part ( hereinafter called mortgagors whether one or more), and EXCHANGE TRUST COMPANY, a corporation, of Tulsa, Oklahoma, as the party of the second part

( hereinafter called mortgagee) :

WITNESSETH, That the said mortgagors for the purpose of securing the payment of the sum of TWENTY-FIVE HUNDRED AND NO/100 DOLLARS, and the interest thereon, as herein set forth, do by these presents mortgage unto said mortgagee, its successors and assigns, all of the following described real estate, situated in Tulsa County, Oklahoma, to-wit:

South Thirty-five (35) feet of Lot One (1) and North Ten (10) feet of Lot Two (2) in Block Three (3) in Oak Grove Addition to the City of Tulsa,

TO HAVE AND TO HOLD the same, together with all and singular the improvements thereon, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

Provided, however, that this mortgage is given to secure the payment to said mortgagee, its successors and assigns, the aggregate principal sum of Twenty-five Hundred and No/100 Dollars, according No.1, \$2,500.00 due November 24th, 1925 with interest at 8% from date and ten per cent per annum from and after maturity until paid, payable at the office of said mortgagee, EXCHANGE TRUST COMPANY, Tulsa, Oklahoma.

THE SAID MORTGAGORS, as a part and parcel of the same transaction and as further security for the payment of the indebtedness hereinafove set forth and as an inducement for the acceptance of this mortgage, hereby COVENANT AND AGREE that they warrant and will defend the title to said premises and that they are the owners in fee simple of the same, that the same are free, clear and discharged of all encumbrances, charges, claims, demands, liens, liabilities for liens, or any other claim or demand except a real estate first mortgage given to F. M. Foster in the principal sum of Six Thousand and no/100 Dollars.

Said mortgagors hereby covenant and agree to pay all taxes and assessments of whatsoever character or kind on said land and any and all taxes or assessments that shall hereafter be levied against the same, except the mortgage tax that may be payable upon the filing of this instrument, but including personal taxes before the same shall become delinquent and a lien upon said property, and to keep the buildings upon the premises hereby mortgaged insured in some reliable insurance company, approved by the mortgagee against loss or damage by fire, lightning, tornado and wind-storm, in the sum of Six Thousand and no/100 Dollars; and in case such taxes or assessments are not promptly paid when due and payable, or in case such insurance policies as above specified are not kept in force in the amount above fixed, then the mortgagee may satisfy or pay such taxes or special assessments and insurance premiums; all payments so made by the mortgagee shall immediately bedue and payable to it, including all costs and expenses in connection therewith and all amounts so expended or paid shall bear interest at the rate of ten per cent per annum from payment until reimbursement is made, and shall be and constitute additional liens upon said property and be secured by this mortgage.

IT IS FURTHER UNDERSTOOD AND AGREED that during the term of this mortgage suitable and proper repairs will be made from time to time so that all buildings, fences and other improvements on said property shall be kept by the mortgagors in as good state of repair as the same are at this time, ordinary wear and tear excepted, and that no waste shall be committed or permitted, and that the premises shall not be used to any illegal purpose.