

256595 C.J.

SECOND MORTGAGE

COMPARED

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$ 06 and issued
 Receipt No. 4660 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 26 day of April 1924
W. W. Sackey, County Treasurer

Deputy

KNOW ALL MEN BY THESE PRESENTS: That Mrs. A. I.

Geiger, and A. D. Geiger, husband and wife of Tulsa
County, State of Oklahoma, parties of the first part,

to secure the payment of THREE HUNDRED TWENTY FIVE

AND NO $\frac{1}{100}$ Dollars and the interest thereon, and

other sums hereinafter mentioned as the same fall due

hereby mortgage to MAGER-SWAN MORTGAGE COMPANY, a corporation organized and existing under the
 laws of the State of Oklahoma, party of the second part, the following described real estate and
 premises, situate in Tulsa County, State of Oklahoma, to-wit:

487

Lot Eleven (11) in Block One (1) in Englewood Addition to the City

of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof,

together with the rents and profits therefrom; and warrant the title to the same. This mort-

gage being subject, however, to a prior mortgage of the same date, between the same parties,

for the principal sum of TWENTY FIVE HUNDRED AND NO $\frac{1}{100}$ Dollars, The said sum secured here-

by is evidenced by two 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 One Hundred Sixty Two and 50/100 Dollars, due October 1, 1924, and one
 other for One hundred Sixty Two and 50/100 Dollars, due on the first day of April 1925
 until the whole sum is paid.

The said parties of the firstpart 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 neces-
 sary 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 vali-
 dity of this mortgage, and if said prior mortgage be assigned in trust or otherwise to ano-
 ther than 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 notes 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 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 in defending the title to said premises, or discharging any liens thereon
 whether as attorneys fees, costs or otherwise with interest thereon at the rate of ten per
 cent per annum is secured hereby, and may be included in a foreclosure hereof and the said
 parties of the first part hereby expressly waive appraisalment of said premises. And all cove-
 nants and agreements herein contained shall run with the land herein conveyed. It is further