

County and State, on this 20th day of May 1924, personally appeared C. H. Besse and Hazel G. Besse, 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 notarial seal the day and year last above written.

My Commission expires January 25th, 1928 (SEAL) Homer King, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma May 20, 1924 at 4:35 o'clock P. M. in Book 485, page 185

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

258668 C.J.

SECOND MORTGAGE

COMPARED

TREASURER'S RECEIPT
I hereby certify that I received \$1500.00 from
C. H. Besse and Hazel G. Besse
on the 20th day of May 1924
for the purpose of payment of mortgage
dated this 20th day of May 1924
W. W. Sawyer, County Clerk

THIS MORTGAGE, Made this 15th day of May, A.D. 1924, by and between Phillip Brown and Josie Brown, his wife of McIntosh County, in the State of Oklahoma, as the parties 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):

WITNESS, That the said mortgagors for the purpose of securing the payment of the sum of TWO HUNDRED SIXTY-TWO AND 50/100 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:

Southwest Quarter (SW $\frac{1}{4}$) of Section Sixteen (16) Township Sixteen (16) North, Range Thirteen (13) East,

of the Indian Base and Meridian, containing 160 acres, more or less, according to the United States Survey thereof.

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 TWO HUNDRED SIXTY-TWO AND 50/100 Dollars, according to the terms of one promissory note of even date herewith, as follows:

No. 1, \$262.50 due June 1, 1925

with interest at ten per cent per annum from maturity until paid, payable at the office of said mortgagee EXCHANGE TRUST COMPANY, Tulsa, Oklahoma.

And said mortgagors as a part and parcel of the same transaction, and as further security for the payment of the indebtedness hereinbefore 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 mortgage given of even date herewith to said mortgagee in the principal sum of \$2500.00 Dollars, and the parties of the firstpart, the mortgagors herein covenant and agree that if they fail in any of the terms and conditions of said prior mortgage, or the note or notes which said mortgage was given to secure, and if said prior mortgage be assigned in trust or otherwise to another than the second party, then any part of principal or interest secured hereby, and taken up, held or owned by said second party shall be a further lien upon said land and be secured hereby, and may be included in any judgment or decree entered hereon, and all sums secured here-