

263099 - BH

Dated

18997

1924

ment of mortgage

July 1924

SECOND MORTGAGE.

This mortgage, made this 2nd day of June, A.D. 1924, by and between Arthur Bynum and I.M. Bynum, husband and wife, of Tulsa 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 one hundred fifty 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:

Northeast quarter of northeast quarter of section

eleven (11) township eighteen (18) north, range

thirt een (13) east, of the Indian Base and Meridian,

of the Indian Base and Meridian, containing 40 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 one hundred fifty and no/100 dollars, according to the terms of two promissory notes, of even date herewith, as follows: No. 1, \$75.00, due December, 1, 1924, No. 2, \$75.00 Due December, 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 incumbrances, charges, claims, demands, liens, liabilities, or liens or for any other claim or demand except a real estate mortgage given of even date herewith to said mortgagee in the principal sum of two thousand dollars, and the parties of the first part, 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 thereby, and taken up, kept or owned by said second party shall be a further lien upon said land and be secured hereby, and may be included in any judgement or decree entered hereon, and all sums secured hereby, shall draw interest at the rate of ten per centum per annum, payable semiannually from date said sums are paid out, or expended.

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 will hereafter be levied against the same, except the mortgage tax that maybe payable upon the filing of this instrument, but including personal taxes before the same shall be come 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 windstorm in the sum of none dollars; and in case such taxes or assessments are not promptly paid when due and payable, or in case such