

Filed for record in Tulsa County, Oklahoma on August 1, 1924 at 4:25 o'clock P. M. recorded in Book 491 page 265.

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk.

#264334 LLJ

SECOND MORTGAGE

THIS MORTGAGE, Made this 31st day of July, A.D. 1924, by and between W. T. Bynum and Donna Bynum, his 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 Four Hundred Ninety 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 the following described real estate, situated in Tulsa County, Oklahoma, to-wit:

Lots Three (3) and Four (4) and the South Half of Northwest Quarter less One (1) acre in square out of Southwest Corner of South Half of Northwest Quarter of Section Five (5), Township Eighteen (18) North, Range Thirteen (13) East.

of the Indian Base and Meridian, containing 157.79 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 Four Hundred Ninety and No/100 Dollars, according to the terms of two (2) promissory notes of even date herewith, as follows: No. 1, \$245.00 due March 1, 1925 No. 2, \$245.00 due March 1, 1926. 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 \$7000.00 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, 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 hereby shall draw interest at the rate of ten per centum per annum payable semi-annually from date said sums are paid out or expended; or assessments of whatsoever character or kind on said land and any and all taxes 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 \$2500.00 Dollars; and in case such taxes or