

28th day of July, 1924, personally appeared M Hughes, trustee, to me known to be the identical person who executed the within and foregoing instrument as the Trustee of the Central Savings and Loan Association and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

M Branson, Notary Public

My Commission expires Feb. 11, 1928. (SEAL)

Filed for record in Tulsa County, Oklahoma on August 8, 1924 at 4:30 O'clock P. M. recorded in Book 491 Page 333.

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk.

#264809 LLJ

SECOND MORTGAGE

CONTAINED

THIS MORTGAGE, Made this 6th day of August, A. D. 1924, by and between P. D. Hayes and Bessie L. Hayes, his wife of Tulsa County, in the State of Oklahoma, as the part 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 Seventeen Hundred & 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; East Forty-One (41) feet of West Seventy-two and Five Tenths (72.5) feet of Lots Ten (10), Eleven (11) and Twelve (12) in Block Four (4) Lakeview Addition to the City of Tulsa, Oklahoma according to the recorded plat thereof

of the Indian Base and Meridian, containing....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 Seventeen Hundred & No/100 Dollars, according to the terms of one promissory note of even date herewith, as follows: Payable \$85.00 each and every month beginning September 1st, 1924 interest at 8 per cent from date and 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 \$3,500.00 Dollars, and the parties of the first part, the mortgagors herein, covenant and agree that if they fall in any of 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