

262701 C. J.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 10 and found  
 Heretofore 15732 in payment of mortgage  
 taxes due within jurisdiction.

Dated this 12 day of July, 1924  
 W. W. Starnes, County Treasurer

Deputy

EXCHANGE TRUST COMPANY, a corporation, of Tulsa, Oklahoma, as the party of the second part  
 ( hereinafter called mortgagee):

## SECOND MORTGAGE

THIS MORTGAGE, Made this 10th day of June, A. D.  
 1924, by and between Daisy Miller and James E. Miller,  
 her husband, of Tulsa County, in the State of  
 Oklahoma, as the parties of the first part ( here-  
 inafter called mortgagors whether one or more), and

WITNESSETH, That the said mortgagors for the purpose of securing the payment of the  
 sum of NINETY-NINE 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 Section Three (3), Township Seventeen (17)

North, Range Fourteen (14) East, of the Indian Base and Meridian,

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 mort-  
 gagee, its successors and assigns, the aggregate principal sum of Ninety-nine and no/100 Dollars,  
 according to the terms of one promissory note of even date herewith as follows:

No. 1, \$99.00 due December 1, 1925

with interest at ten per cent per annum from and after maturity until paid, payable at the  
 office of said mortgagee, EXCHANGE Trust Company, Tulsa, Oklahoma.

THE SAID MORTGAGORS, as a part and parcel of the same transaction and as further  
 security for the payment of the indebtedness hereinabove 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, liabili-  
 ties for liens, or any other claim or demand except a real estate first mortgage given of  
 even date herewith, to said mortgagee in the principal sum of Thirty-three Hundred and No/100  
 Dollars,

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 shall  
 hereafter 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 Three Thousand and no/100 Dollars;  
 and in case such taxes or assessments are not promptly paid when due and payable, or in case such  
 insurance policies as above specified are not kept in force in the amount above fixed, then  
 the mortgagee may satisfy or pay such taxes or special assessments and insurance premiums; all  
 payments so made by the mortgagee shall immediately be due and payable to it, including all  
 costs and expenses in connection therewith and all amounts so expended or paid shall bear in-  
 terest at the rate of ten per cent per annum from payment until reimbursement is made, and shall  
 be and constitute additional liens upon said property and be secured by this mortgage.

IT IS FURTHER UNDERSTOOD AND AGREED that during the term of this mortgage suitable  
 and proper repairs will be made from time to time so that all buildings, fences and other im-  
 provements on said property shall be kept by the mortgagors in as good state of repair as the  
 same are at this time, ordinary wear and tear excepted, and that no waste shall be committed

492