

Witness my hand and official seal, the day and year above set forth.

My commission expires 12/22, A. D. 1925

(SEAL)

J. G. Roberts, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Sept 11, 1924 at 4:00 o'clock P. M.  
in Book 494, page 404

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

267198 C.J.

OKLAHOMA SECOND MORTGAGE

THIS INDENTURE, made this 25th day of August in the year of our Lord, One Thousand nine hundred and Twenty-four between Luella Swisher and T.H. Swisher (wife and Husband) of Tulsa County, Oklahoma, of the first part and the OKLAHOMA FARM MORTGAGE COMPANY, a corporation of Oklahoma City, Oklahoma, of the second part.

WITNESSETH, That the said parties of the first part have mortgaged and do hereby mortgage to party of the second part, the following described real estate, situated in Tulsa County, Oklahoma, to-wit:

South Half of North Half of Southeast Quarter of Northeast Quarter of  
Northeast Quarter and South Half of Southeast Quarter of Northeast

Quarter of Northeast Quarter Section Thirty (30), Township Twenty-

two (22) North, Range Fourteen (14) East of the Indian Meridian,--containing  
7-1/2 acres, more or less,  
with all the improvements thereon and appurtenances thereunto belonging, and warrant the  
title to the same. Except a mortgage for \$800.00 given to Oklahoma Farm Mortgage Company.

This Mortgage is given to secure the sum of Eighty and No/100 Dollars, with interest thereon at the rate of Ten per cent per annum, from maturity payable annually, according to the terms and at the time and in the manner provided by four certain promissory notes of even date herewith, and payable to the order of the mortgagee herein on date therein specified, (or in partial payments prior to maturity in accordance with the stipulations therein) signed by first parties. Last note due September 1st, 1926.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by and between the said parties hereto, that this Mortgage is a 2nd lien upon said premises; that the parties of the first part will pay said principal and interest at the time when the same fall due and at the place and in the manner provided in said notes and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair and shall not be destroyed or removed without the consent of said second party, and shall be kept insured for the benefit of said second party, or assigns, against loss by fire, lightning and tornado for not less than Thirteen Hundred Dollars, in form and companies satisfactory to said second party, and that all policies shall be delivered to said second party. If the title to said premises be transferred said second party is authorized, as agent of the first party to assign the insurance to the grantee of the title.

IT IS FURTHER AGREED AND UNDERSTOOD that said second party may pay any taxes or assessments levied against said premises, or any other sum necessary to protect the rights of such party or assigns, including insurance upon buildings, and recover the same from the first party, with 10 per cent. interest, and that every such payment is secured hereby, and as often as this mortgage or the notes secured hereby are placed in the hands of an attorney for foreclosure or collection, the holder hereof may recover from the first party an attorney fee of Fifty Dollars. Any expense of litigation or otherwise, including attorney's fees and an abstract of title to said premises incurred by reason of this Mortgage, or to protect its lien, shall be repaid by the mortgagors to the mortgagee or assigns, with interest thereon at 10 per cent. per annum, and this mortgage shall stand as security therefor.

COMPARED BY