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Book 494, page 471

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

267596 C.J.

SECOND MORTGAGE
REAL ESTATE

TRUSTEES ENDORSEMENT
I hereby certify that I received \$ 24.00 and issued
Receipt No. 16577 for a deposit of mortgage
money on the within mortgage.
Dated the 18 day of Sept 1924
W. W. Stuckey, County Treasurer

KNOW ALL MEN BY THESE PRESENTS, That F. H. Waller,
his wife, Parties of the First Part or Mortgagors have
mortgaged and do hereby mortgage unto T. H. Pierce and
Ida Pierce, his wife, assigns, the following described
real estate and premises, situate in the Town of Jenks,

County of Tulsa State of Oklahoma, to-wit:

All Lots Twenty Three, Twenty Four, Twenty Five, twenty six, twenty seven and
twenty eight (23, 24, 25, 26, 27, 28) in Block Fifty three (53), original town of
Jenks, Tulsa County, Oklahoma, according to the recorded plat thereof,

TOGETHER with the improvements thereon and the appurtenances and hereditaments there-
unto belonging or in anywise appertaining and the rents, issues and profits thereof, and warrant
the title to the same against all claims whatsoever, except the mortgage hereinafter set forth.

THIS MORTGAGE is given to secure the payment of the money and the performance of the
covenants and agreements herein agreed upon to be paid and performed by the Mortgagors, to-wit

THAT the said Mortgagors or their heirs will pay unto the said T. H. Pierce and Ida
Pierce his wife, or assigns at the office of The First State Bank, in the Jenks City,
Tulsa County, State of Oklahoma, the sum of Two Hundred Fifty and no/100 Dollars as evi-
denced by one promissory notes of even dates herewith, as follows:

First note for \$250.00 Dollars, due 8-28-1925.

Said note to bear interest after date at the rate of (8) per cent per annum and due
one year after date, note dated 8-28-1924,

with interest thereon after date at the rate of eight (8) per centum per annum, the payment
of which notes and the interest thereon are intended to be secured hereby.

THAT, in case of default in the payment of any of said notes or the interest thereon
or of any sum herein agreed upon to be paid or the performance of any agreement herein con-
tained, the said Mortgagors will pay unto the said Mortgagee interest at the rate of eight
(8) per centum per annum, semi-annually on all of the principal sum then remaining unpaid
from the date of such default to the time when the money shall be actually paid or such agree-
ment performed.

That the said Mortgagors will pay all taxes or assessments of every kind, levied or
to be levied against said First Parties or Mortgagors and against the premises hereby mort-
gaged before the same become delinquent, also all liens, claims, adverse titles and encum-
brances on said property, and, if any of said taxes, assessments, liens, claims adverse titles
or encumbrances be not paid by the said Mortgagors, the Mortgagees may elect to pay the same
verse titles or encumbrances be not paid by the said Mortgagors, the Mortgagees may elect to
pay the same and shall be entitled to collect all sums thus paid with interest thereon at the
rate of eight (8) per centum per annum and this mortgage shall stand as security for the
amount so paid with interest.

THAT said Mortgagors will pay all sums, principal, interest and other sums specified
and performed all agreements and covenants contained in a certain mortgage of even date here-
with executed by the said Mortgagors, in favor of United Savings and Loan Co. Tulsa, Okla.
for the sum of \$500.00 Five hundred and no/100 DOLLARS, which said mortgage is hereby de-
clared to be a prior lien hereto, and, in case such payments are not made on the day or days