

for the uses and purposes herein set forth.

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

My commission expires April 5th, 1926 (SEAL) A. M. Engel, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Sept 26, 1924 at 4:40 o'clock P. M. in Book 494, page 563

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

268283 C.J.

SECOND MORTGAGE

TREASURER'S ENDORSEMENT

I hereby certify that I received \$200 and issued Receipt No. 11174 therefor in payment of mortgage tax on the within mortgage.

Dated this 24th day of Sept. 1924

W. W. Stuckey, County Treasurer

Deputy

THIS INDENTURE, Made this First day of September A.D. 1924 by and between Maggie Frailey and C. Frank Frailey her husband of the County of Tulsa, and State of Oklahoma, hereinafter known as party of the first part, and COMMERCE TRUST COMPANY, A CORPORATION OF KANSAS CITY,

MISSOURI, party of the second part;

WITNESSETH That the said party of the first part, in consideration of the sum of ONE HUNDRED FIVE AND NO/100 DOLLARS, the receipt of which is hereby acknowledged, together with the interest thereon and other sums hereinafter mentioned, as the same fall due, doth hereby Grant, Bargain, Sell and Mortgage to said party of the second part, its successors and assigns, Forever, the following described tract or parcel of land with the tenements, appurtenances, and hereditaments thereunto belonging, situated in Tulsa County, State of Oklahoma, to-wit:

All of the West Half of the Southeast Quarter of Section Thirteen (13), Township Eighteen (18) North, Range Twelve (12) East

of the Indian Meridian, containing 80 acres, more or less, according to government survey, together with the rents, issues and profits thereof, and warrant, and will defend the title to the same, This mortgage being subject, however, to a prior bond and mortgage of the same date, between the first party hereto and Commerce Trust Company, for a principal sum of Fourteen Hundred and No/100 Dollars.

The said sum of \$105.00 hereby secured is evidenced by one certain promissory note of even date herewith numbered 28011½ payable in two annual installments of \$52.50 each beginning September 1, 1925 executed by the party of the first part, and payable to said party of the second part, or bearer at its office in Kansas City, Missouri, with interest from maturity at the rate of 8 per cent per annum, payable annually, and provide that if default be made in payment of said note or notes, or any part thereof, then the entire note or notes shall become due and payable at once, without further notice, and shall bear interest at the rate of 8 percent per annum from date thereof until paid. If placed in the hands of an attorney for collection, 10 per cent additional on the amount due may be added for collection fees, but in no event less than the sum of Fifty Dollars.

Now, if the party of the first part shall fail to pay, or cause to be paid the note or notes secured hereby, or any part hereof, or when the same shall become due, or any sum or sums hereinafter mentioned, or shall fail in any of the terms and conditions of said prior bond or mortgage or of said note or notes above described, or if waste be committed on, or improvements be removed from said real estate without written consent of the second party, or if by reason of operation under any oil, gas or mineral lease, the premises are rendered unfit for agricultural purposes, in whole or in part, or the security impaired, then this conveyance shall become absolute and the whole sum secured hereby shall at once become due and payable, at the option of the holder hereof, who may at any time thereafter proceed to foreclose this mortgage and sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisement distinctly waived, and shall be entitled to have a Receiver ap-

COMPALED BY
C. S. and J. H.