

page 275, Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

THIS MORTGAGE IS FOR THE PURPOSE OF  
I hereby certify that I received \$ 8 25 and turned  
over to No. 12320 for the payment of mortgage  
on the within premises.

271095 - BH

Book 5 City of hrs 1234  
W. W. Ruckey, County Treasurer  
G M

SECOND MORTGAGE.

Know all men by these presents: That Nellie Murray, and P.J. Murray, her husband, Deputy  
of Tulsa County, State of Oklahoma, parties of the first part, do secure the payment  
of one hundred seventy five and no/100 dollars and the interest thereon, and other sums  
hereinafter mentioned, as the same fall due, hereby mortgage to Mager-Swan Mortgage Com-  
pany, a corporation organized and existing under the laws of the State of Oklahoma, party  
of the second part, the following described real estate and premises, situate in Tulsa  
County, State of Oklahoma, to-wit:

The north half of lot four (4) in block twelve (12) Lindsay's  
addition to the City of Tulsa, Oklahoma, according to the  
recorded plat thereof,

together with the rents and profits therefrom; and warrant the title to the same. This  
mortgage being subject, however, to a prior mortgage of the same date, between the same  
parties, for the principal sum of one hundred seventy five and no/100 dollars. The  
said sum secured hereby is evidenced by one certain promissory note of even date here-  
with, executed by the said parties of the first part, and payable to the order of the  
party of the second part as follows, to-wit:

One note for one hundred seventy five and no/100 dollars, due February 1st,  
1925.

The said parties of the first part hereby expressly agree to pay each of said  
notes when the same become due, according to the terms of said notes, and to pay the  
interest on the sum secured by said prior mortgage when the same falls due according to  
the terms thereof; to pay taxes and assessments against said land when the same are due  
and payable; and the said party of the second part or its assigns is expressly authorized  
to pay any and all sums necessary to protect the title to the said premises, or to keep  
the same free from other liens of whatever nature, including attorney's fees in all  
actions attacking such title, or the validity of this mortgage, and if said prior mortgage  
be assigned or otherwise to another than the second party, then any part of principal  
or interest secured thereby, which may be paid or advanced; taken up, held or owned by  
said second party, and any other sum paid as authorized, shall be a further lien upon said  
land, and be secured hereby together with interest thereon at ten per cent per annum  
from date of such payments and may be included in any judgment or decree entered hereon;  
and in case of a foreclosure of this mortgage to pay an attorney fee of fifty dollars to  
be due upon the filing of the petition in foreclosure, and which is secured hereby the  
same as said notes. And in case of a failure to pay any of said notes when the same is  
due, or to pay any tax or assessment levied against said land when the same is due or to  
perform any of the covenants or agreements in said prior mortgage, the whole of the  
notes hereby secured shall at once, at the option of the holder hereof, become due and  
payable, and such holder shall be entitled to a foreclosure of this mortgage and to have  
the said premises sold and the proceeds applied to the payment of the sums secured hereby,  
and in case of any such foreclosure any interest upon the notes or notes secured by said  
mortgage at the time paid, advanced, held or owned by the holder hereof shall be included  
in such foreclosure, and is secured hereby in the same manner as said notes. And any sum  
paid by the holder hereof in defending the title to said premises, or discharging any liens