

On this 5th day of November A. D. 1909 before me a Notary Public within and for said Rogers County, State of Oklahoma appeared in person Mary J. Allen, widow of David M. Allen deceased to me personally well known as the party named in the foregoing instrument as grantor and stated that she had subscribed and executed the same for the consideration and purposes therein mentioned and set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal on the date last above written.

(SEAL)

W. P. Johnson, Notary Public

My commission expires 26 day of April, 1912.

Filed for record Nov 6, 1909 at 2:00 o'clock P. M.

H. C. Walkley, Register of Deeds, (SEAL)

COMPLETED

SECOND MORTGAGE ON REAL ESTATE.

KNOW ALL MEN BY THESE PRESENTS: That Flora R. Victory, (nee Burgess), and Samuel Victory, wife and husband of Tulsa County, State of Oklahoma, party of the first part, to secure the payment of Ninety-eight Dollars, and the interest thereon, and other sums hereinafter mentioned, as the same fall due, hereby mortgage to A. M. Hassler and D. B. Crewson, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit: Lot six (6) and the West-half (W.1/2) of the Northeast quarter of the Southwest quarter of Section six (6), in Township Twenty-one (21) Range fourteen (14) of the Indian Meridian and warrant the title to same; this mortgage being subject however, to a prior mortgage of the same date for a principal sum of Seven Hundred Dollars

The said sum secured hereby is evidenced by a certain promissory note of even date herewith, executed by the said party of the first part and payable to the order of the party of the second part in four installments. Now, if the party of the first part shall fail to pay any installment of the note secured hereby when the same shall become due, or shall fail in any of the terms and conditions of said prior bond or mortgage or said installment note, the whole sum secured hereby shall forthwith become due and payable at the option of the holder hereof, who may immediately proceed to foreclose this mortgage, and in case of such foreclosure and as often as any such proceeding may be had, the party of the first part agrees to pay an attorneys fee of \$50.00 for the service of plaintiff's attorney, which shall be due upon the filing of the petition in any such action, and the same shall be a lien upon said land, secured hereby, and shall be included in the judgment of foreclosure, or taxed as costs therein at the option of the holder hereof; and upon sale under any such foreclosure the party of the first part hereby expressly waives appraisement of said premises and agrees that the same may be sold with or without appraisement at the option of the party of the second part; and the party of the first part expressly agrees to pay any and all sums necessary to protect the title of said