

ceive any and all moneys which may at any time become Payable and receivable thereon, and apply the same, when received, to the Payment of said note together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said Party of the second Part or the legal holder or holders of said note may deliver said Policy to said Party of the first Part and require the collection of the same, and Payment made of the Proceeds as last above mentioned.

Fifth. Said Party of the first Part hereby agree that if the maker of said note shall fail to pay, or cause to be paid, any part of said money, either Principal or interest according to the tenor and effect of said note and coupons, when the same becomes due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once without notice.

And the said Party of the first Part, for said consideration, does hereby expressly waive an appraisement of said real estate, and all benefit of the homestead, exemption and stay laws of the state of Oklahoma.

The foregoing conditions being performed, this ~~agreement~~ <sup>agreement</sup> to be void; otherwise of full force and virtue.

In testimony whereof, the said Party of the first Part has hereunto subscribed his name on the day and year above mentioned.

Harry G. Gwinnup

State of Oklahoma, county of Muskogee, SS.

On this 18th day of January, 1911, before me, the undersigned, a notary Public in and for said county and state personally appeared Harry G. Gwinnup to me personally known to be the identical person described in and who executed the foregoing mortgage, and acknowledged that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. The said Harry G. Gwinnup further declared himself to be single and unmarried.

My commission as notary Public will expire on the 24th day of February 1913. witness my hand and notarial seal, the day and year first above written.

(SEAL)

L. J. Roach, notary Public.

Filed for record at Tulsa, Okla., Jan 30, 1911, at 8:25 A. M.

H. C. Walkley, register of deeds. (SEAL)

COMPARED

#### SECOND MORTGAGE.

This indenture made this 16th day of January, A. D. 1911, between Harry G. Gwinnup a single man of Muskogee county, in the state of Oklahoma, of the first Part, and the Walton Trust Company, of Butler, Bates county, in the state of Missouri, of the second Part.

Witnesseth, that the said Party of the first Part, in consideration of the sum of four hundred forty eight (\$448.00) Dollars, the receipt of which is hereby acknowledged do by these presents, grant, bargain, sell and convey unto said Party of the second Part, its successors and assigns, all the following described real estate, situate in the county of Tulsa, and state of Oklahoma, to-wit:

The southwest quarter of section thirty three (33) in township nineteen (19) north of range fourteen (14) east of the Indian base and meridian, containing one hundred sixty (160) acres more or less. Subject to a mortgage of even date herewith given by the said Party of the first Part to the Walton Trust Company, to secure the payment of one note for the sum of \$3200.00, which is a Prior lien hereto.

To have and to hold the same, together with all and singular the tenements, hereditaments