

2-10-56

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That John W. Barber and Cora V. Barber of Tulsa County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to Silas W. Ferguson of New York part ies of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The south one half (1/2) of the north West one fourth (1/4) of section thirteen (13) Township seventeen (17) north and range twelve (12) east of the Indian Base and Meridian in Tulsa County Okla.

with all of the improvements thereon and appurtenances thereto belonging and warrant the title to the same.

This mortgage is given to secure the principal sum of Sixty four and 00/100 Dollars, with interest thereon at the rate of 10 per cent per annum, payable annually from maturity according to the terms of one certain promissory note described as follows, to-wit:

One note dated at Bixby, Tulsa County, Oklahoma and payable one year after date, to Silas W. Ferguson, of New York.

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 400.00 and interest, given by said first parties to Silas W. Ferguson of New York and dated December 15th 1908.

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby covenant and agree to pay all taxes and assessments of said land when the same become due, and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal or interest of this or the first mortgage above referred to, or the taxes, insurance premiums, or in case of the breach of any covenant herein, or in the first mortgage above referred to, contained, the whole of said principal sum with interest shall be due and payable, and this mortgage may be foreclosed and said second party shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage, will pay a reasonable attorney's fee of Twenty five Dollars, which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws of Oklahoma.

Dated this 15th day of December A. D. 1908.

Witnesses to signature  
Henry Hornecker  
W.E. Bivett

John W. Barber  
Cora V. Barber

State of Oklahoma,

County of Tulsa ss.

Before me, Henry Hornecker a Notary Public in and for said County and State, on this 15th day of December 1908, personally appeared John W. Barber and Cora V. Barber husband and wife and

to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

(Read)  
My commission expires August 2-1910

Henry Hornecker  
Notary Public.

Filed for Record the 18 day of Dec. A.D. 1908 at 8 o'clock A M., and Recorded the 18 day of Dec. A.D. 1908

By \_\_\_\_\_ Deputy.

Reed Henlacker  
Register of Deeds.