

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Arthur R. Perryman and Daisy G. Perryman  
husband and wife of Pulaski County, Oklahoma, parties  
 of the first part, have mortgaged and hereby mortgage to F. M. Sutton  
 of Pulaski, Okla.  
 part of the second part, the following described real estate and premises situated in Pulaski County, State of Oklahoma, to-wit:

All that part of lot four (4) of Block One Hundred Twenty-two (122) of the City of Tulsa.  
According to the Government Survey thereof, described as follows, to-wit: Commencing at a point  
fifty (50) feet South of the North west corner of said lot 4 or at a point exactly midway between  
the Northwest and South west corners of said lot and running thence Northerly and parallel  
to the North line of said lot for a distance of 140 feet, thence in a Southeasterly direc  
tion along the East line of said lot for a distance of 50 feet, thence in a South  
westerly direction along the South line of said lot for a distance of 140 feet, and  
thence in a northwesterly direction along the West line of said lot to the  
place of beginning.

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 One hundred fifty four 38 Dollars,  
 with interest thereon at the rate of ten per cent per annum, payable annually from maturity according to the terms  
 of our certain promissory note described as follows, to-wit:  
Our note given by said first parties hereto to the said second party hereto in  
the sum of One hundred fifty four and 38/100ths Dollars, dated December 31st 1908, due  
January 1st 1911, bearing interest at the rate of 10% from maturity per annum and  
payable at the office of F. M. Sutton in Tulsa, Oklahoma.

This mortgage is given subject, and is inferior, to a certain mortgage for 1250 and interest, given by said first parties to F. M. Sutton,  
 and dated December 31st 1908, 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 com-  
 mitted 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, they will pay a reasonable attorney's fee of  
Twenty five and 70/100ths 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 31st day of December A. D. 1908.

Arthur R. Perryman  
Daisy G. Perryman

State of Oklahoma,

County of Pulaski ss,  
 Before me, Edward E. Barrett, a Notary Public in and for said County and State, on this 31st  
 day of December 1908, personally appeared Arthur R. Perryman  
 and Daisy G. Perryman his wife

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 writt.

My commission expires April 12th 1912

Edward E. Barrett  
 Notary Public.

Filed for Record the 11th day of January A. D. 1909, at 8:35 o'clock A. M., and Recorded the 6th day of January A. D. 1909

By Deane Deputy.

Deane

W. H. Haesley  
 Register of Deeds.