

SECOND REAL ESTATE MORTGAGE.

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

All that part of lot five (5) of Block One hundred seventy two (172) of the City of Tulsa, according to the government survey thereof, described as follows, to-wit: Commencing at a point 50 feet South of the North West corner of said lot or at a point exactly midway between the Northwest and Southwest corner of said lot and running thence Northeastly and parallel to the North line of said lot for a distance of 140 feet thence in a Southeastly direction along the East line of said lot for a distance of 50 feet, thence Southwestly along the South line of said lot for a distance of 140 feet, and thence Northwestly 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 seventy five and 10/100ths Dollars, with interest thereon at the rate of ten per cent per annum, payable semi annually from maturity according to the terms of one certain promissory note described as follows, to-wit:

One note given by the said first parties hereto to the said second party hereto in the sum of One hundred seventy five and 10/100ths Dollars dated December 31st, 1908 due January 1st, 1911, drawing interest at the rate of ten per cent per annum from maturity thereof and payable at the office of said second party in Tulsa, Oklahoma.

This mortgage is given subject, and is inferior, to a certain mortgage for \$1250.00 and interest, given by said first parties to F. M. Sutton and dated December 31st, 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, they will pay a reasonable attorney's fee of Twenty five and 10/100ths Dollars, which this mortgage also secures.

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

Dated this thirtyfirst day of December A. D. 1908

Arthur R. Perryman
Daisy G. Perryman

State of Oklahoma, ss. County of Tulsa
 Before me, Edward E. Barrett a Notary Public in and for said County and State, on this thirtyfirst 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 written.

My commission expires April 12th 1912 Edward E. Barrett Notary Public.

Filed for Record the 4th day of January A. D. 1909, at 830 o'clock AM, and Recorded the 6th day of January A. D. 1909

By Seal Deputy.

Ab. Haskley Register of Deeds.