

COMPARED

DORSET PRINTING COMPANY, DALLAS, TEXAS-10347

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Robert B. Dawson & Clara Dawson, husband and wife of Tulsa County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to Murrell & Spicknall a partnership composed of William D. Murrell & William R. Spicknall of Kansas City, Mo. part ies of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The northeast quarter of the southeast quarter (NE 1/4 SE 1/4) and the south east quarter of the south east quarter of the northeast quarter (SE 1/4 SE 1/4 NE 1/4) of section eleven (11) township twenty-two (22) north and of range twelve (12) east of the Indian Base and Meridian containing fifty (50) acres more or less according to the United States survey thereof.

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 five and 00/100 Dollars, with interest thereon at the rate of ten per cent per annum, payable annually from maturity according to the terms of one certain promissory note described as follows, to-wit:

One note given by said first parties hereto to the said second parties hereto in the sum of One hundred five and 00/100 dollars. Dated December 24th 1908 due January 1st 1910 bearing interest at the rate of ten per cent per annum from maturity thereof and payable at Commercial National Bank, Kansas City, Kansas.

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 600.00 and interest, given by said first parties Murrell & Spicknall and dated December 24th 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 parties 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 00/100 Dollars, which this mortgage also secures.

Said 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 twenty fourth day of December A. D. 1908

Robert B. Dawson
Clara Dawson

State of Oklahoma,

County of Tulsa ss.

Before me, C. H. Cleveland a Notary Public a Notary Public in and for said County and State, on this twenty fourth day of December 1908, personally appeared Robert B. Dawson

and Clara Dawson, his wife to me known to be the identical person 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.

(seal) My commission expires Aug. 31, 1910.

C. H. Cleveland

Notary Public.

Filed for Record the 24 day of Dec. A. D. 1908, at 3 05 o'clock P. M., and Recorded the 24 day of Dec. A. D. 1908

By W. A. Sheltan Deputy.

W. A. Sheltan

Register of Deeds.