

R.P.

Form 4

DORSEY PRINTER COMPANY, DALLAS, TEXAS - 1907

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That

Alex S. Lewis and Elizabeth P. Lewis, husband and wife

of

Tulsa

County, Oklahoma, part

of the first part, have mortgaged and hereby mortgage to Murrell & Spicknall, a co. partnership composed of W.D. Murrell and W.D. Spicknall

of

Kansas City, Missouripart of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The northwest quarter of the northeast quarter (N.W. 1/4 N.E. 1/4) of section twenty-eight (28) and the north half of the northeast quarter (N.H. 1/2 N.E. 1/4) of section twenty-seven (27) all in the foregoing being in Township twenty (20) north and of range thirteen (13) east of the Indian base and meridian.

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 Two hundred ten and no/100ths 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 Two hundred ten and no/100ths Dollars, dated January 5th 1909, due January 1st 1916, bearing interest at the rate of ten per cent per annum from maturity thereof and payable at the Commercial National Bank of Kansas City, Kansas

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 12.00 and interest, given by said first parties toMurrell & Spicknall

and dated

January 5th 1909

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part in 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 part 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 no/100ths Dollars, which this mortgage also secures.

Part 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 sixth day of January A. D. 1909Alex S. LewisElizabeth P. Lewis

State of Oklahoma,

ss.

County of Tulsa

Before me,

F. W. Luttona Notary Public in and for said County and State, on this sixthday of January 1909, personally appeared Alex S. Lewis

and

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his 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 March 15th, 1911 Leath

Notary Public.

Filed for Record the 7 day of Jan A. D. 1909, at 10 o'clock P. M., and Recorded the 7 day of Jan A. D. 1909

By

Deputy.

LeathH. B. Warkley

Register of Deeds.

State of Oklahoma, ss. Before me, F. W. Lutton, a Notary Public in and for said County and State, on this sixth day of January 1909, personally appeared Alex S. Lewis and Elizabeth P. Lewis, husband and 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.