

Form 5

DORSEY PRINTER COMPANY, DALLAS, TEXAS-4347

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Perry McKay and Gustaf McKay, husband and wife, of Tulsa County, Oklahoma, part 1st of the first part, have mortgaged and hereby mortgage to Murrell & Spicknall, a partnership composed of William D. Murrell & William D. Spicknall of Muskogee City, Mo part 2d of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The southeast quarter of the northwest quarter (S.E. 1/4, N.W. 1/4) of Section 10, (10) Township, 15th north and of range thirteen, (13) east of the Indian Base and Meridian, containing forty (40) acres, more or less, according to the United States survey thereof, the southeast quarter of the southwest quarter (S.E. 1/4, S.W. 1/4) and the south half of the north half of the southwest quarter (S. 1/2 N. 1/2 S.W. 1/4) of section thirty-two (32) of township nineteen, (19) north and of range eleven (11) east of the Indian Base and Meridian, and containing eighty (80) 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 seventy-five and no/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 parties hereto in the amount of one hundred seventy-five and no/100ths Dollars, dated Feb. 11th, 1909, due Feb. 1st, 1910, bearing interest at the rate of ten per cent per annum from maturity and payable at the Commercial Natl. Bank, Kansas City, Kansas.

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 1,000.00 and interest, given by said first parties to Murrell & Spicknall and dated Feb. 11th, 1909.

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 no/100ths Dollars, which this mortgage also secures.

Part 2d 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 11th day of February A. D. 1909.

Perry McKay
Gustaf McKay

State of Oklahoma, ss.
County of Tulsa
Before me, F. M. Sutton a Notary Public in and for said County and State, on this 11th day of December, 1909, personally appeared Perry McKay and Gustaf McKay, 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 March 16th 1911.

F. M. Sutton
Notary Public.

Filed for Record the 13 day of Feb A. D. 1909 at 11:30 o'clock a M., and Recorded the 13 day of Feb A. D. 1909.

By AB. Walkley Deputy. Register of Deeds.