

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That J. L. Hughlett & Ida M. Hughlett
husband & wife of Tulsa County, Oklahoma, part
 of the first part, have mortgaged and hereby mortgage to F. M. Sutton
 of Tulsa, Okla
 part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot 29 (P) and ten (10) of Block ten (10) of Beattie addition to
the City of Tulsa, according to the original plat 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 seventy nooo Dollars,
 with interest thereon at the rate of ten per cent per annum, payable annually from maturity according to the terms
 of two certain promissory notes described as follows, to-wit:

Two notes for thirty five dollars each given by first parties hereto
to second party hereto dated April 9th 1909 and due May 25th 1910 & May
25th 1911 respectively, drawing interest at the rate of ten per cent per annum
from maturity & payable at office of F. M. Sutton, Tulsa, Okla.

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 250.00 and interest, given by said first parties to Daniel Brown
 and dated May 25th 1906

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 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 9th day of April A. D. 1909

J. L. Hughlett
Ida M. Hughlett

State of Oklahoma,

County of Tulsa
 Before me, John R. Ramsey a Notary Public in and for said County and State, on this 9th
 day of April 1909, personally appeared J. L. Hughlett
 and Ida M. Hughlett, husband & 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 November 12, 1910 John R. Ramsey Notary Public.

Filed for Record the 10 day of Apr A. D. 1909, at 2 o'clock P. M., and Recorded the 10 day of Apr A. D. 1909

By John R. Ramsey Deputy.

John R. Ramsey Register of Deeds.