

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That W. W. Baird and Alma R. Baird (his wife) of Clay County, Oklahoma, part in of the first part, have mortgaged and hereby mortgage to Wm. Sharpe of Clay Center Kansas

part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit: Northwest quarter of section (14), township (16), north range (13) east of the Indian Base and Meridian in Tulsa County, Oklahoma, containing one hundred and fifty acres more or less, according to United States survey thereof.

For value received, I acknowledge and warrant in full of the within mortgage, and same is hereby acknowledged.

Signed and acknowledged before me April 24-1914  
John C. Moore  
 Register of Deeds.  
By: C. L. Moore  
 Deputy.

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 and fifty Dollars, with interest thereon at the rate of ten per cent per annum, payable annually from maturity according to the terms of five certain promissory notes described as follows, to-wit:  
One note for thirty dollars, due June first, 1910.  
One note for thirty dollars, due June first, 1911.  
One note for thirty dollars, due June first, 1912.  
One note for thirty dollars, due June first, 1913.  
One note for thirty dollars, due June first, 1914.

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 1500.00 and interest, given by said first part in to Wm. Sharpe and dated May 18, 1909.  
 PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 part 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, 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 eighteenth day of May A. D. 1909

W. W. Baird  
Alma R. Baird

State of Oklahoma, ss.  
 County of Clay  
 Before me, Math. Dietrich Jr. a Notary Public in and for said County and State, on this eighteenth day of May 1909, personally appeared Wm. W. Baird and Alma R. Baird (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 January 15, 1913 Math. Dietrich Jr. Notary Public.

Filed for Record the 26 day of May A. D. 1909, at 9 o'clock a.m., and Recorded the 26 day of May A. D. 1909

By Edw. H. Mackley Deputy. Register of Deeds.