

Form 4

DORRIS Printing Company, Dallas, Texas—1884

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That John F. Warren and Ida J. Warren
husband and wife of Tulsa County, Oklahoma, part
 of the first part, have mortgaged and hereby mortgage to Delas W. Ferguson
 of New York
 part is of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The south west quarter of the north west quarter
of Section 11 (2) Township 16 N. and Range 10 E.
(18) 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 Fifty four and no/100 Dollars,
 with interest thereon at the rate of 10 per cent per annum, payable annually from maturity according to the terms
 of one certain promissory note described as follows, to-wit:

One note dated at Bixby, Okla. on the 27th day of
May 1909 \$54.00 payable to Delas W. Ferguson at the Farmers
and Merchants Bank in Bixby, Okla. said note is due
and payable on the first day of June 1910.

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 4100.00 and interest, given by said first part to Delas W.
Ferguson and dated May 21st 1909

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part do 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 part shall be entitled to the immediate possession of the premises and all
 the rents and profits thereof.

Said part is of the first part hereby agree s, that in the event action is brought to foreclose this mortgage they will pay a reasonable attorney's fee of
Twenty and no/100 Dollars, which this mortgage also secures.

Part of 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 21st day of May A. D. 1909

John F. Warren
Ida J. Warren

State of Oklahoma, ss.

County of May
 Before me, Bettie A. Skinner a Notary Public in and for said County and State, on this 22nd
 day of May 1909, personally appeared Ida J. Warren and John F. Warren
and

to me known to be the identical person s 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 Jan 7 - 1911

Bettie A. Skinner
Real Notary Public.

Filed for Record the 3 day of June A. D. 1909, at 8¹⁰ o'clock am, and Recorded the day of A. D. 19

By Deputy.

H. H. Walker
Seal Register of Deeds.