

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That

Ruth B Evans a widowof TulsaCounty, Oklahoma, part 4

of the first part, has mortgaged and hereby mortgage to Murrell & Dickkopf a partnership
 composed of William D Murrell & William D Dickkopf of Kansas City Mo.
 parts 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 east quarter (SW 1/4 NE 1/4) and the south half of the north west quarter of the north east quarter (S 1/2 NW 1/4 NE 1/4) and the north west quarter of the south east quarter of the north east quarter (NW 1/4 SE 1/4 NE 1/4) and lot number two (2) and the south three and 60/100 of the S. 66 acres of Lot One (1) all the above and foregoing being in section eleven (11) of township twenty one (21) north and of Range twelve (12) east of the Fifth Base and Meridian containing 41 acres more or less as the case may be according to the U.S. 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 Eighty Seven and 00/100 Dollars, with interest thereon at the rate of ten per cent per annum, payable semiannually from maturity according to the terms of two certain promissory notes described as follows, to-wit:

Two notes given by the first party hereto to the second parties hereto one in the sum of forty three and 75/100 dollars due July 1st 1910, the other in the sum of forty three and 75/100 dollars due July 1st 1911, both of said notes being dated June 11th 1909, and drawing interest at the rate of ten per cent per annum from maturity payable at the Commercial Natl Bank Kansas City Mo.

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 500.00 and interest, given by said first part 4 to said second parties hereto and dated June 11th 1909

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 4 hereby covenant s and agree s 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 4 shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part 4 of the first part hereby agree s, that in the event action is brought to foreclose this mortgage, she will pay a reasonable attorney's fee of Twenty-five (25) Dollars which this mortgage also secures.

Part 4 of the first part, for said consideration, do so 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 June A. D. 1909

Ruth B Evans

State of Oklahoma,

ss.

County of TulsaBefore me, F. M. Suttona Notary Public in and for said County and State, on this 11thday of June 1909, personally appeared Ruth B Evans a widow

and

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her 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 11 day of June A. D. 1909 at 11⁵⁰ o'clock A. M., and Recorded the 11 day of June A. D. 1909

By

Deputy.

H. W. Kew

Register of Deeds.

seal