

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That W. M. Vance and Alice M. Vance of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to The Farmers & Merchants State Bank of Bixby, Oklahoma part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The northeast quarter N.E. 1/4 of section thirteen (13) township sixteen (16) N. and range thirteen (13) east of S.M.

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 Eleven hundred forty three & 1/2 Dollars, with interest thereon at the rate of 10 per cent per annum, payable monthly from August 17th, 1909 according to the terms of one certain promissory note described as follows, to-wit:

One note dated at Bixby, Okla. Aug 17, 1909 and due six months after date signed by W. M. Vance and Alice M. Vance.

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 1250.00 and interest, given by said first parties to Marshall & Spicknall and dated Oct 17th 1908.

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 part of 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 \$50.00 Dollars, which this mortgage also secures.

Parties 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 17th day of August A. D. 1909

W. M. Vance
Alice M. Vance

State of Oklahoma, ss.
County of Tulsa

Before me, Henry Hornecker a Notary Public in and for said County and State, on this 17th day of August 1909, personally appeared W. M. Vance and Alice M. Vance, 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 Aug 24, 1910 (Seal) Henry Hornecker Notary Public.

Filed for Record the 19 day of Aug A. D. 1909, at 1 o'clock P. M., and Recorded the 19 day of Aug A. D. 1909

By (Seal) H. G. Wallbey Deputy. Register of Deeds.