

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Charles E. Crosby and Elizabeth A. Crosby of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Farmer's Merchants Bank, Bkfy, Okla of Tulsa County, State of Oklahoma, to-wit:

part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The northwest quarter (NW 1/4) of section seventeen (17) township seventeen (17) N. Range thirteen (13) E. excepting one acre for Crosby School House

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 Eight hundred fifty 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 Bkfy, Oklahoma, Aug 30-1909 and due Jan 1st 1910 (\$850) Eight hundred fifty and no/100 Dollars. Int from maturity

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 1900 and interest, given by said first parties to Mumill & Spicknall and dated 21st day of June, 1909

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 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 Fifty \$50.00 Dollars, which this mortgage also secures.

Part of the first part, for said consideration, do hereby expressly waive appurtenance of said real estate and all benefit of the homestead, exemption and stay laws of Oklahoma.

Dated this 30th day of August, A. D. 1909

Charles E. Crosby  
Elizabeth A. Crosby

State of Oklahoma,

County of Tulsa, ss. Before me, L. H. Taylor a Notary Public in and for said County and State, on this 31st day of August, 1909, personally appeared Charles E. Crosby and Elizabeth A. Crosby

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 Oct. 16, 1910 (Seal) L. H. Taylor Notary Public.

Filed for Record the 1 day of Sept, A. D. 1909, at 8 o'clock A. M., and Recorded the 1 day of Sept, A. D. 1909

By ALB. Walkley Deputy. Register of Deeds.