

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Alice L. Ducey and Elba L. Ducey, Husband and wife of the first part, have mortgaged and hereby mortgage to H. L. Sutton of Tulsa County, Oklahoma, part

of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:
The east half of the southeast quarter (E 1/2 SE 1/4) of section twelve (12) of township seventeen (17) north and range thirteen (13) east of the Indian Base & 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 Six hundred no/100 Dollars, with interest thereon at the rate of six per cent per annum, payable annually from October 8th 1909 according to the terms of one certain promissory note described as follows, to-wit:

One note given by first party to second party for six hundred Dollars, dated October 8th 1909 due October 8th 1914 & accumulating interest at the rate of six per cent per annum from date thereof & 10% per annum after due.

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 1,000.00 and interest, given by said first party to H. L. Sutton and dated October 8th 1909

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

Said party 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 eighty no/100 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 8th day of October A. D. 1909

Alice L. Ducey
Elba L. Ducey

State of Oklahoma, } ss.
 County of Tulsa
 Before me, F. M. Sutton a Notary Public in and for said County and State, on this 8th day of October 1909, personally appeared Alice L. Ducey and Elba L. Ducey, 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 March 16th 1911 F. M. Sutton Notary Public.

Filed for Record the 9 day of Oct A. D. 1909, at 4:35 o'clock P. M., and Recorded the 9 day of Oct A. D. 1909

By (Seal) H. E. Mackley Register of Deeds.