

SECOND REAL ESTATE MORTGAGE.

KNOW, ALL MEN BY THESE PRESENTS, That George W. Snowbray Jr., and Mayme H. Snowbray
husband and wife of Tulsa County, Oklahoma, parties
 of the first part, have mortgaged and hereby mortgage to F. M. Dutton of Tulsa Okla
 part 4 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

lot numbered four (4) and five (5) of block
numbered twenty (20) of the original townsite of the
city of Tulsa according to the government 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 Four Hundred and 70/100 Dollars,
 with interest thereon at the rate of 6 per cent per annum, payable monthly according to the terms
 of two certain promissory notes described as follows, to-wit:

two notes given by said first parties to the said second
party hereto in the sum of two hundred dollars each both dated
October 13th 1909, one due October 13th 1912 and one due October
13th 1911 drawing interest after maturity at the rate of less
per centum per annum both principal and interest
payable at the office of F. M. Dutton in Tulsa Oklahoma
with exchange on New York

This mortgage is given subject, and is inferior, to a certain mortgage for 1000.00 and interest, given by said first parties to The State
Western Life Insurance Co. and dated October 13th 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 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 4 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
Forty 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 thirteenth day of October A. D. 1909

George W. Snowbray Jr.
Mayme H. Snowbray

State of Oklahoma,

County of Tulsa ss.
 Before me, Robt E. Lynch Notary Public in and for said County and State, on this thirteenth
 day of October 1909, personally appeared George W. Snowbray Jr.
 and Mayme H. Snowbray husband and wife
 to me known to be the identical person 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 July 2 - 1910

Robt E. Lynch
 Notary Public.

Filed for Record the 14 day of Oct A. D. 1909, at 12:50 o'clock A.M. and Recorded the 14 day of Oct A. D. 1909

By H. C. Walker Deputy.

Register of Deeds.