

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That J. M. Bozop and Mattie B. Bozop, husband and wife, of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Sum. Naud of Tulsa, Okla.

part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:  
The northeast quarter of section thirteen (13) of township sixteen (16) north, and  
range thirteen (13) east of the Indian base and 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 Sixteen hundred and no/100ths Dollars, with interest thereon at the rate of seven per cent per annum, payable annually from the date hereof according to the terms of one certain promissory note described as follows, to-wit:

One note given by first party hereto to second party hereto in the sum of sixteen hundred dollars of even date herewith and due on or before October 21st, 1910, drawing interest at the rate of seven per centum per annum from date thereof, pay annually and ten per centum per annum after due and payable at the office of F. M. Sutton in Tulsa, Okla., with exchange on New York

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 1200.00 and interest, given by said first part to M. M. & D. Pichman and dated October 14th, 1908 -180-

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 one hundred sixty 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 21st day of October A. D. 1909

J. M. Bozop  
Mattie B. Bozop

State of Oklahoma,  
 County of Tulsa ss.

Before me, F. M. Sutton, a Notary Public in and for said County and State, on this twenty first day of October 1909, personally appeared J. M. Bozop and Mattie B. Bozop, husband and 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 4 day of Nov A. D. 1909, at 1:30 o'clock P. M., and Recorded the 4 day of Nov A. D. 1909

By (Seal) Deputy.

A. C. Shockey Register of Deeds.