

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That William Friese and Fannie Friese of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Farmers & Merchants Bank of Bixby, Oklahoma

part is of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit: The north west quarter of the south west quarter of section thirteen (13) township seven (7) north and range thirteen (13) east of the Indian 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 thirty nine 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 at Bixby Okla Nov. 5-3-1909 and due six months after date at 10% just from maturity date

This mortgage is given subject, and is inferior, to a certain mortgage for \$1000.00 and interest, given by said first part to Silas W. Ferguson and dated Nov. 4-3-1909

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 g 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 Dollars, which this mortgage also secures.

Part is 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 5<sup>th</sup> day of November A. D. 1909

William Friese  
Fannie Friese

State of Oklahoma,

County of Tulsa ss. Before me, Henry Hornecker a Notary Public in and for said County and State, on this 5<sup>th</sup> day of November 1909, personally appeared William Friese and Fannie Friese and 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 Aug 2-1910 Seal Henry Hornecker Notary Public.

Filed for Record the 29 day of Nov A.D. 1909 at 5 o'clock PM, and Recorded the    day of    A.D. 19  

By    Deputy,

   Register of Deeds.