

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That H. A. Crowl and Vina Crowl, husband and wife of Tulsa County, Oklahoma, part of the first part, have mortgaged and hereby mortgage to Silas W. Ferguson of New York 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 the northwest quarter of section 15, township 17 North, range 14 East of the Adair base and meridian in Tulsa County, Oklahoma, according to the United States 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 One hundred and no 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 Billy Okla. December 3d, 1909 for \$100.00 and due December 1st, 1910 with 10% interest from maturity

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 500.00 and interest, given by said first part in to Silas W. Ferguson and dated December 3 1909

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 part 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 \$50.00 Dollars, which this mortgage also secures.

Part 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 3d day of December A. D. 1909.

H. A. Crowl
Vina Crowl

State of Oklahoma,

County of Tulsa ss. Before me, Henry Hornecker a Notary Public in and for said County and State, on this third day of December 1909, personally appeared H. A. Crowl and Vina Crowl, 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 August 2, 1910 Leaf Henry Hornecker Notary Public.

Filed for Record the 4 day of Dec A. D. 1909, at 8:20 o'clock A. M., and Recorded the 4 day of Dec A. D. 1909

By Leaf Deputy.

H. B. Walker Register of Deeds.