

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Robert S. Sloan and Mary A. Sloan  
husband and wife of Tulsa County, Oklahoma, part 122  
 of the first part, have mortgaged and hereby mortgage to Murrell & Smith, a co-partnership composed of M. William B. Murrell  
and Robert A. Smith, of Kansas City, Mo. of Tulsa County, State of Oklahoma, to-wit:  
 part all of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:  
The southeast quarter of the northwest quarter (66 1/2 N. 7. W. 4) and lots five (5) six (6) and  
seven (7) all of section six (6) of township nineteen (19) north and of range  
fourteen (14) east of the Indian Base and Meridian, containing 117.14 acres more  
or less 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 One thousand and no/10ths Dollars,  
 with interest thereon at the rate of ten per cent per annum, payable annually from maturity according to the terms  
 of one certain promissory note described as follows, to-wit:

One note given by first parties hereto to second parties hereto in the sum of one  
hundred Dollars, dated December 24th, 1909, due in semi-annual installments of \$10.00  
each on the first days of July and January of the years 1910, 1911, 1912, 1913, 1914 and  
January 1st, 1915 - paid in full with interest at the rate of ten per  
centum per annum of its maturity

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 1000.00 and interest, given by said first parties to  
Murrell & Smith and dated December 24th 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 parties 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  
Twenty five 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 twenty fourth day of December A. D. 1909.

Robert S. Sloan.  
Mary A. Sloan.

State of Oklahoma,

County of Tulsa ss.

Before me, J. M. Sutton

day of December 1909, personally appeared Robert S. Sloan and Mary A. Sloan a Notary Public in and for said County and State, on this twenty fourth

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 15th 1911 Sec. J. M. Sutton Notary Public.

Filed for Record the 27 day of Dec. A. D. 1909, at 8:10 o'clock A. M., and Recorded the 27 day of Dec. A. D. 1909.

By Sec. J. M. Sutton Deputy.

Sec. H. B. Mackley Register of Deeds.