

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That

a. C. Hayes & his wife (husband and wife) of the first part, have mortgaged and hereby mortgage to *Murrell & Smith, a co-partnership composed of William D. Murrell & Robert A. Smith* of *Tulsa* County, Oklahoma, part of the second part, the following described real estate and premises situated in *Tulsa* County, State of Oklahoma, to-wit:

The east half of the southeast quarter (E $\frac{1}{2}$ S $\frac{1}{2}$ Q $\frac{1}{4}$) of Section nineteen (19) of Township eight (8) north and Range fourteen (14) 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 *Two hundred pesos* Dollars, with interest thereon at the rate of *eight* per cent per annum, payable *semi-annually* from *date* according to the terms of *one* certain promissory note described as follows, to-wit:

One note for \$200.00 given by first parties to second parties dated December 17th 1909 and due January 1st 1911 and drawing interest at the rate of 8% per annum from date thereof.

This mortgage is given subject, and is inferior, to a certain mortgage for \$ *2,000.00* and interest, given by said first parties to *Murrell & Smith* and dated *December 17th* 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 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 *17th* day of *December* A. D. 1909.

a. C. Hayes
his wife

State of Oklahoma,

County of *Tulsa* ss.

Before me *J. M. Sutton* a Notary Public in and for said County and State, on this *17th* day of *December* 1909, personally appeared *a. C. Hayes* and *his 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* Seal. *J. M. Sutton* Notary Public.

Filed for Record the *27* day of *Dec* A. D. 1909, at *9:35* o'clock *A.* M., and Recorded the *27* day of *Dec* A. D. 1909.

By *H. C. Mackley* Deputy. Register of Deeds.