

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Robert K. Shipman and Lino Shipman
husband and wife of Tulsa County, Oklahoma, parties
of the first part, ha ve mortgaged and hereby mortgage to F.M. Sutton
of Tulsa, Okla
part y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Four (4) of Section Five (5) of Township Eighteen (18)
north and of Range Thirteen (13) east of the Indian Base and
Meridian

For value received, I acknowledge satisfaction and payment in full of the
within mortgage, and same is hereby released.

Signed and acknowledged before me January 11, 1911

W. A. Ratool
Register of Deeds

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 Eighty and no/100ths 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 for Eighty Dollars given by first parties to second
party of even date herewith and due January 1st 1911 and
drawing interest from maturity at the rate of ten per centum per annum

This mortgage is given subject, and is inferior, to a certain mortgage for \$800.00 and interest, given by said first parties to
F.M. Sutton and dated January 10th 1910

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 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
Twenty-five \$ 25.00 Dollars, which this mortgage also secures.

Part ies 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 tenth day of January A. D. 1911.

Robert K. Shipman
Lino Shipman

State of Oklahoma,

County of Tulsa ss.

Before me Frank M. Rodolf a Notary Public in and for said County and State, on this tenth
day of January 1911, personally appeared Robert K. Shipman
and Lino Shipman, 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 4-12-1913 Seal Frank M. Rodolf Notary Public.

Filed for Record the 11 day of Jan A.D. 1911, at 11 o'clock A. M., and Recorded the 11 day of Jan A.D. 1911.

By Seal Deputy, W. A. Ratool Register of Deeds.