

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That William S. Fears and Lucy N. Fears, husband and wife of Tulsa County, Oklahoma, part III of the first part, have mortgaged and hereby mortgage to Murrell & Smith, a co-partnership composed of William B. Murrell and Robert A. Smith of Kansas City Mo of Tulsa County, State of Oklahoma, to-wit: part III of the second part, the following described real estate and promises situated in Tulsa County, State of Oklahoma, to-wit:

The west half of the northeast quarter (N.E. 1/4) and the west half of the east half of the northeast quarter (N.E. 1/4) and the east half of the northeast quarter (E. 1/2 N.E. 1/4) and lot two (2) all the foregoing being in section thirty (30) of township eighteen (18) north and of 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 Six hundred and no/100ths Dollars, with interest thereon at the rate of ten per cent per annum, payable annually from January 22nd 1910 according to the terms of one certain promissory note described as follows, to-wit:

One installment note of even date herewith for \$600.00 payable in equal annual installments as follows, to-wit: \$120.00 on the 1st day of February 1911, 1912, 1913, 1914 and 1915, each of said installments drawing interest after maturity at the rate of ten per centum per annum.

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 600.00 and interest, given by said first parties to Murrell & Smith and dated January 22nd 1910

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 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 and no/100ths Dollars, which this mortgage also secures.

Part III 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 22nd day of January 1910 A. D. 1910

William S. Fears,
Lucy N. Fears

State of Oklahoma,

County of Tulsa ss. J. M. Sutton a Notary Public in and for said County and State, on this 22nd day of January 1910, personally appeared William S. Fears

and Lucy N. Fears, 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 March 16th 1911 J. M. Sutton Notary Public.

Filed for Record the 25 day of Jan A. D. 1910, at 10:55 o'clock A. M., and Recorded the 25 day of Jan A. D. 1910

By Seal Deputy. H. B. Walkey Register of Deeds.