

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That William S. Fears and Lucy M. Fears, husband and wife of Tulsa County, Oklahoma, part 1st of the first part, have mortgaged and hereby mortgage to F. M. Sutton of Tulsa part 1st of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The north half of the southwest quarter (N. 1/2 S. 1/4) and the southwest quarter of the southwest quarter (S. 1/4 S. 1/4) all of section twenty-five (25) of Township eighteen (18) north and of range thirteen (13) 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 Eight Hundred and no/100ths Dollars, with interest thereon at the rate of 10 per cent per annum, payable semi-annually from date hereof according to the terms of two certain promissory notes described as follows, to-wit:

Two notes given by first parties to second parties of even date herewith for four thousand dollars each, one due February 1st 1911 and one due February 1st 1912 both drawing interest from date thereof at the rate of ten per cent per annum payable semi-annually and payable at the office of F. M. Sutton in Tulsa, Oklahoma

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 3000.00 and interest, given by said first part to F. M. Sutton and dated January 29th 1910 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 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 party 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 Eighty and no/100ths 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 29th day of January 1910 A. D. 1910

William S. Fears
Lucy M. Fears

State of Oklahoma,

County of Tulsa ss.

Before me, Dalton Laim a Notary Public in and for said County and State, on this 29th day of January 1910, personally appeared William S. Fears

and Lucy M. 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 June 4-1912 Seal. Dalton Laim Notary Public.

Filed for Record the 29 day of Jan A. D. 1910, at 2:30 o'clock P. M., and Recorded the 29 day of Jan A. D. 1910

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