as much some an an an arrest and the second some strength 422 SECOND REAL ESTATE MORTGAGE. KNOW ALL MEN BY THESE PRESENTS, That Lela S. Drew new Wright, a widow of the first part, has mortgaged and hereby mortgage to Mursell & Smith a copartiera. In morell and Robert O. S. Smith of Januar City Mar of particular of particular of the second part, the following described real estate and premises situated in Julia County, Oklaho pl composed of William D. County, State of Oklahoma, to-wit; The west half of the mortheast quarter (W/2 MC4) of section eleven (1) of township. mineteen (1) morth and of range familien (1) cast of the Indian Case and minidian 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 Summarial Liventy and the Dollars, with interest thereon at the rate of term per cent per annum, payable. .annually from according to the terms or certain promissory note described as follows, to wit: One note for \$\$ 120,00 ff even date herewith, due i interest at the rate of ten percentum per annual at the Commercial Banks of Kansas bity, fansas, with of. due Febr Jest. 1911, dr nge on Me Math. This mortgage is given subject and is inferior, to a certain mortgage for \$ 121 and and interest, given by said first part of Murrell & Smith _13 PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, towit: That said first part of hereby covenant and agreed 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 erpressly 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 suid second partilities hall be entitled to the immediate possession of the premises and all rents and profits thereof. rents and profits thereof. Said part if the first part hereby agreed, that in the event action is brought to foreclose this morigage, will pay a reasonable attorney's fee of entry first any mostly. Dollars, which this mortgage also secures. Fart of the first part, for said consideration, do thereby expressly waive appraisement of said real estate and all benefit of the homestend, exemption and stay laws of Oklahoma. 2 6th day of January 1910 _ D-190 Dated this____ Lela J. Drew need Wsight State of Oklahoma, County of Tulsa Sutton <u>2 6/10</u> a Notary Public in and for said County and State, on this Before m ally appeared Lela S. Drew new Wright, anidow 1910 190 mary day of. to me known to be the identical person_____who executed the within and foregoing instrument, and acknowl same as______free and voluntary act and deed for the uses and purposes therein set forth. she who executed the within and foregoing instrument, and acknowledged to me that. ...executed the Witness my hand and official seal the day and year last above written. F.M. Sutton My commission expires March 16th 1911. Sugf Notary Public. A.D. 19 10, at 3th o'clock M., and Recorded the day of Filed for Record the 26 day of A.D. 19... Solar, MC. Walkey, Ŭ Register of Deeds. Deputy. By