

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That J. D. Burrus and Emma Burrus, his wife of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Mrs. Sharpe of Blay Burt, Kansas part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of the southeast quarter (1/4) of the southwest quarter (1/4) of section twenty one (21) in township (17) north and of range (13) east, containing forty (40) acres more or less as the case may be according to the U.S. Govt. survey and plat thereof

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 forty & no/100 (\$40.00) Dollars, with interest thereon at the rate of — per cent per annum, payable — annually from January 1st 1910 according to the terms of two certain promissory note described as follows, to-wit:
One note for Twenty & no/100 (\$20.00) due on Jan 1st 1911 and one note for twenty & no/100 (\$20.00) dollars due on Jan 1st 1912.

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 400.00 and interest, given by said first parties Mrs. Sharpe and dated 190.

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 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.

Parties of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws of Oklahoma.

Dated this 22th day of January A. D. 1910
Witnesses D. D. Wansley J. P. Pautler J. D. Burrus Emma Burrus

State of Oklahoma, ss.
County of Tulsa
Before me, Chas. M. Sherrill a Notary Public in and for said County and State, on this 22 day of January 1910, personally appeared J. D. Burrus and Emma Burrus 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 Oct 1 - 1910 Seal Chas. M. Sherrill Notary Public.

Filed for Record the 22 day of Jan A. D. 1910, at 10:25 o'clock AM, and Recorded the — day of — A. D. 19—
By Seal Deputy. H. C. Wackby Register of Deeds.