

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Noah Gregory and Carrie E. Gregory, husband and wife of Tulsa County, Oklahoma, part less of the first part, have mortgaged and hereby mortgage to Murrell & Smith (a Co-Partnership, composed of Williams D. Murrell and Robert O. Smith) of Kansas City, Mo. part less of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The west half of the northeast quarter (2 1/2 NE 1/4) and the south-east quarter of the northwest quarter (SE 1/4 NW 1/4) all in Section number twenty six (26) Township number eighteen (18) north and Range number twelve (12) 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 One hundred twenty five 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 given by said first parties hereto to the said second parties hereto in the sum of One hundred twenty five Dollars, dated March 5th 1910, due March 1st 1911, drawing interest at the rate of ten per cent per annum from maturity, through and payable at the Commercial National Bank, Kansas City, Kansas.

This mortgage is given subject, and is inferior, to a certain mortgage for \$1300.00 and interest, given by said first parties to Said Murrell & Smith and dated even date herewith.

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 parties 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 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 5th day of March A. D. 1910

Noah Gregory  
Carrie E. Gregory

State of Oklahoma,

ss.

County of Tulsa

Before me, J. M. Sutton, a Notary Public in and for said County and State, on this 5th

day of 5th March 1910, personally appeared Noah Gregory

and Carrie E. Gregory, his wife

to me known to be the identical person 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 1910

(Seal)

J. M. Sutton  
Notary Public.

Filed for Record the 7 day of Mar A. D. 1910, at 9 o'clock A. M., and Recorded the 7 day of Mar A. D. 1910

By HC Wackey Deputy.

Register of Deeds.