

COMPARED

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That William M. Austin and Lucy A. Austin, husband and wife,  
Tulsa County, Oklahoma, parties  
of the first part, have mortgaged and hereby mortgage to Murrell & Smith, (a Co-Partnership composed of William D. Murrell and Robert O. S. Smith, of Kansas City, Mo.)  
parties 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 southeast quarter (W<sup>1</sup>/<sub>2</sub> S.E.<sup>1</sup>/<sub>4</sub>) of Section  
number seventeen (17) Township number nineteen (19) north and Range  
number 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 One hundred forty \$100.00 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 forty \$100.00 dollars,  
dated March 5th, 1910, due March 1st 1911, drawing interest at the rate  
of ten per cent per annum from maturity, thereof and payable at the  
Commercial National Bank, Kansas City, Kansas

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 1400.00 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 com-  
mitted 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 \$25.00 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

William M. Austin  
Lucy A. Austin

State of Oklahoma,

County of Tulsa ss.  
Before me, F. M. Sutton a Notary Public in and for said County and State, on this 5th  
day of March 1910, personally appeared William M. Austin  
and Lucy A. Austin, 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 March 16, 1911 (Seal) F. M. Sutton Notary Public.

Filed for Record the 7 day of Mar A. D. 1910, at 9<sup>20</sup> o'clock A. M., and Recorded the 7 day of Mar A. D. 1910

By Sh. C. Wachey Deputy.  
(Seal) Register of Deeds.