

COMPARED SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Mose Ray of Tulsa County, Oklahoma, part in of the first part, has all mortgaged and hereby mortgage to Elaude Sample of Bixby, Oklahoma part of of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit: The south one half of the southwest quarter (S 1/2 of S 1/4) of section number (20) township seventeen north and Range thirteen east.

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 Eleven hundred Dollars, with interest thereon at the rate of 8 per cent per annum, payable date annually from date according to the terms of one certain promissory note described as follows, to-wit:

One note dated at Bixby, Oklahoma March 22, 1910 for \$1100.00 Due two years after date, bearing 8% interest

This mortgage is given subject, and is inferior, to a certain mortgage for \$1000.00 and interest, given by John Ball + wife to William Sharpe and dated on or about Feb 9 1909

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, will pay a reasonable attorney's fee of Fifty Dollars, which this mortgage also secures.

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

Dated this 22d day of March A.D. 1910

Mose Ray
Susan W. Ray

State of Oklahoma, } ss.
County of Tulsa

Before me, W. E. Priddy a Notary Public in and for said County and State, on this 22d day of March 1910, personally appeared Mose Ray and Susan W. Ray 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 Dec 31-1913 Seal W. E. Priddy Notary Public.

Filed for Record the 1 day of Apr A.D. 1910, at 10³⁵ o'clock A. M., and Recorded the 1 day of Apr A.D. 1910

By W. E. Priddy Deputy.

W. E. Priddy (Seal)
Register of Deeds.