

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That

Arthur R. Perryman of Tulsa County, Oklahoma, part of the first part, has mortgaged and hereby mortgage to L. C. Wells of Tulsa County, Oklahoma, part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

An undivided One half of the West Sixty five (65) feet of Lot four (4) and the West Sixty five (65) feet of the South forty (40) feet of lot five (5) all in Block Sixty nine (69) of the City of Tulsa, according to the original government plat thereof.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me, *E. W. Wackerley* Register of Deeds.

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 Six hundred and no/100ths Dollars, with interest thereon at the rate of ten per cent per annum, payable annually from May 24th 1910 according to the terms of One certain promissory note described as follows, to-wit:

One note given by first party hereto to the said second party hereto in the sum of Six hundred and no/100ths Dollars, dated May 24th 1910, due October 31st 1910, bearing interest at the rate of ten per cent per annum from May 24th 1910, thereof and payable at Bank of Oklahoma, Tulsa, Oklahoma, and now reduced to \$2500.00 unpaid balance.

This mortgage is given subject, and is inferior, to a certain mortgage for \$700.00 and interest, given by said first party to Harry J. Stoop and assigned of record to L. C. Wells, dated October 31st 1908 and dated.

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party hereby covenants and agrees 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 party shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part of the first party hereby agree, that in the event action is brought to foreclose this mortgage, he will pay a reasonable attorney's fee of Sixty and no/100ths Dollars, which this mortgage also secures.

Part of the first part, for said consideration, does hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws of Oklahoma.

Dated this 24th day of May A. D. 1910.

Arthur R. Perryman

State of Oklahoma, ss. County of Tulsa, Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of May 1910, personally appeared Arthur R. Perryman and to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his 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 May 13 1911 *Seal* Sophia Magnuson Notary Public.

Filed for Record the 24th day of May A. D. 1910, at 4 o'clock P. M., and Recorded the day of A. D. 1910.

By Deputy.

*Seal* H. C. Wackerley Register of Deeds.