

SECOND REAL ESTATE MORTGAGE.

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That Robert D. Boyd and Elizabeth C. Boyd, husband and wife, of Tulsa County, Oklahoma, part of of the first part, have mortgaged and hereby mortgage to F. M. Sutton of Tulsa, Okla part of of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The South half of the Southwest quarter (S 1/2 SW 1/4) of Section Seventeen (17) of Township Eighteen (18) North and Range Fourteen (14) east of the Indian Base and Meridian.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and sums thereon, F. M. Sutton

Signed and acknowledged before me Mon 14-1913
Leona Glass
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 Eighty and no/100ths 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 for eighty dollars dated July 5th 1910, due July 1st 1911, drawing interest at the rate of ten per cent per annum after maturity and payable at the office of F. M. Sutton, at Tulsa, Okla.

This mortgage is given subject, and is inferior, to a certain mortgage for \$800.00 and interest, given by said first parties to F. M. Sutton and dated July 5th, 1910.

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 of 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 + no/100 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 fifth day of July, A. D. 1913.

Robert D. Boyd
Elizabeth C. Boyd

State of Oklahoma,

County of Tulsa, ss.
Before me, J. P. Byrd Jr., a Notary Public in and for said County and State, on this fifth day of July, 1913, personally appeared Robert D. Boyd and Elizabeth C. Boyd, 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 Nov 27 1913 (Seal, J. P. Byrd Jr.) Notary Public.

Filed for Record the 5 day of July, A. D. 1913, at 8 21 o'clock P. M., and Recorded the 5 day of July, A. D. 1913.

By H. B. Wacker Register of Deeds.
Deputy. (Seal)