

## SECOND REAL ESTATE MORTGAGE.

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That Perry McKay and Gusta McKay his wife of Pulaski County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to J. F. Paulter of Clay County, Kansas part of the second part, the following described real estate and premises situated in Pulaski County, State of Oklahoma, to-wit:

The North West quarter (1/4) of Section fifteen (15) in Township sixteen (16) North and Range thirteen (13) East of the Indian Base and Meridian in Oklahoma containing 160 acres more or less according to the U. S. Govt Survey thereof.

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 Sixty and 00/100 (\$160.00) Dollars, with interest thereon at the rate of ten per cent per annum, payable annually from maturity according to the terms of three certain promissory notes described as follows, to-wit:

One note for \$50.00 due July 1st 1911.

One note for \$50.00 due July 1st 1912

One note for \$60.00 due July 1st 1913.

This mortgage is given subject, and is inferior, to a certain mortgage for \$1600.00 and interest, given by said first part to J. F. Paulter and dated July 9th 1910.

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 part 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 fifty and 00/100 (\$50.00) Dollars, which this mortgage also secures.

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

Dated this 9th day of July A. D. 1910.

Perry McKay  
Gusta McKay

State of Oklahoma,

County of Pulaski ss.

Before me, J. F. Paulter a Notary Public in and for said County and State, on this 11th day of July 1910, personally appeared Perry McKay and Gusta McKay 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 June 14th 1914

J. F. Paulter  
Notary Public.

Filed for Record the 12th day of July A. D. 1910, at 11:35 o'clock A. M., and Recorded the 11th day of July A. D. 1910.

By W. H. Mackley Deputy.

W. H. Mackley  
Register of Deeds.