

Form 4

DORSEY Printing Company, Dallas, Texas—4347

SECOND REAL ESTATE MORTGAGE.

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That W. H. Baird and Alma R. Baird, his wife of
Clay Center Clay County, Kansas
 of the first part, has her mortgaged and hereby mortgage to Wm. Sharpe
 part of of the second part, the following described real estate and premises situated in Pulaski County, State of Oklahoma, to-wit:

The South West quarter (S.W. 1/4) of Section fourteen (14) Township fifteen
(16) North Range thirteen (13) East of the Indian Base and Meridian
One hundred and sixty acres.

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 Five hundred and no. 100 Dollars,
 with interest thereon at the rate of ten per cent per annum, payable annually from Maturity according to the terms
 of five certain promissory note described as follows, to-wit:

One note for forty Dollars due July first 1911
One note for forty Dollars due July first 1912
One note for forty Dollars due July first 1913
One note for forty Dollars due July first 1914
One note for forty Dollars due July first 1915

This mortgage is given subject, and is inferior, to a certain mortgage for \$2000.00 and interest, given by said first parties to Wm. Sharpe
 and dated July 14th 1910 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 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 party 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 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 14th day of July A. D. 1910

W. H. Baird
Alma R. Baird

Kansas
 State of Oklahoma, ss.
 County of Clay
 Before me, Math Dietrich Jr a Notary Public in and for said County and State, on this 14th
 day of July 1910, personally appeared W. H. Baird and Alma R. Baird, his wife
 to me known to be the identical person 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 January 15 1913

(Seal) Math Dietrich Jr
 Notary Public.

Filed for Record the 16 day of July A. D. 1910, at 9 o'clock at M., and Recorded the 16 day of July A. D. 1910

By (Seal) Deputy.

W. H. Hestley
 Register of Deeds.