

RECORDED

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That David A. Shipman and Lizzie Shipman ^{husband and wife} of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to F. M. Sutton 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:

The east half of the northwest quarter (E 1/2 NW 1/4) of section seven (7) and the east half of the southeast quarter (E 1/2 SE 1/4) of section four (4), all in Township eighteen (18) north and range thirteen (13) east of the Indian base and meridian

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.
Signed and acknowledged before me Sept. 20 - 1911
F. M. Sutton
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 Two hundred and no/100ths Dollars, with interest thereon at the rate of ten per cent per annum, payable semi annually from maturity according to the terms of one certain promissory note described as follows, to-wit:

One note given by the said first parties hereto to the said second party hereto for the sum of two hundred and no/100ths Dollars, dated August, 12th, 1910, due on the 1st day of September, 1911, drawing interest at the rate of ten per cent per annum from maturity thereof and payable at the office of F. M. Sutton in Tulsa, Okla.

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 2,000.00 and interest, given by said first parties to said second party and dated August 12th, 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 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 (\$25.00) 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 12th day of August A. D. 1910
David A. Shipman
Lizzie Shipman

State of Oklahoma, ss.
County of Tulsa
Before me, Vance Graves a Notary Public in and for said County and State, on this 14th day of August 1910, personally appeared David A. Shipman and Lizzie Shipman ^{husband and 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 November 20th, 1911
Vance Graves
Notary Public.

Filed for Record the 14 day of Aug A.D. 1910, at 2:25 o'clock P.M., and Recorded the 14 day of Aug A.D. 1910
By [Signature] Deputy. H. C. Wadley Register of Deeds.