

COMPARED

DORSETT PRINTING COMPANY, DALLAS, TEXAS 2501

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Arthur H. Bynum and Ida M. Bynum, his wife of Tulsa County, Oklahoma, part se of the first part, have mortgaged and hereby mortgage to Murrell & Smith, a Co-partnership composed of William D. Murrell and Robert O. Smith of Kansas City, Mo. of Tulsa County, State of Oklahoma, to-wit:

The west half of the Southwest quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) of Section one (1)
and the East half of the Southwest quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section two (2)
all in Township Eighteen (18) north and of Range Thirteen (13) east
of the Indian Base and Meridian.

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 fifty and no/100 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 said first parties hereto to the said second parties hereto in the sum of One hundred fifty and no/100 the dollars, dated August 20th, 1910, due September 1st, 1911, drawing interest at the rate of ten per cent per annum from maturity thereof and payable at the Commercial Natl. Bank, Kansas City, Kansas.

This mortgage is given subject, and is inferior, to a certain mortgage for \$150.00 and interest, given by said first parties to head parties hereto and dated August 20th, 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 No/100 the 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 20th day of August A. D. 1910.

Arthur H. Bynum
Ida M. Bynum

State of Oklahoma,

County of Tulsa, ss. F. M. Sutton a Notary Public in and for said County and State, on this 20th day of August, 1910, personally appeared Arthur H. Bynum and Ida M. Bynum, 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 March 16th 1911 (Seal) F. M. Sutton Notary Public.

Filed for Record the 23 day of aug A. D. 1910, at 9:20 o'clock A. M., and Recorded the 23 day of aug A. D. 1910.

By H. B. Wacker Deputy.

Register of Deeds.

(Seal)