

COMPARED

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Mrs M. A. Brown a widow of Bibby Tulsa County, Oklahoma, part 4 of the first part, has mortgaged and hereby mortgage to H. B. Proctor of Bibby Tulsa Co. Oklahoma part 9 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The South West quarter (SW 1/4) of Section four (4) Township fifteen (15) North Range thirteen (13) East Containing in all 160 acres more or less as the case may be according to the United States Survey

with all of the improvements thereon and appurtenances thereto belonging and wanting the title to the same.

This mortgage is given to secure the principal sum of fourteen hundred (\$1400.00) Dollars, with interest thereon at the rate of 10 per cent per annum, payable date annually from date according to the terms of one (1) certain promissory note described as follows, to-wit:

One certain promissory note dated at Bibby, Okla. September 9th 1910, amount \$1400.00 bearing interest from date at the rate of 10 per cent per annum due 12 months after date signed by Mrs M. A. Brown

This mortgage is given subject, and is inferior, to a certain mortgage for \$1650.00 and interest, given by said first party to L. H. Clapp of Michiana Kansas and dated Sept 2 1910

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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 party shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said party 9 of the first part hereby agree to, that in the event action is brought to foreclose this mortgage, eighty (\$80.00) Dollars, which this mortgage also secures.

Party 9 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 9th day of September A. D. 1910

Witness to mortg

Henry Hornecker
Orma Brown.

Mrs M. A. Brown
not

State of Oklahoma,

County of Tulsa ss.

Before me, Henry Hornecker a Notary Public in and for said County and State, on this 9th day of September 1910, personally appeared Mrs M. A. Brown a widow and

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her 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

July 28th 1914 Seal

Henry Hornecker
Notary Public.

Filed for Record the 10 day of Sep A. D. 1910, at 5 o'clock at M., and Recorded the 10 day of September A. D. 1910

By Seal H. B. Wilkey Deputy.

Register of Deeds.