

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Albert Faltinson and Mary Faltinson husband and wife and Joseph O. Harten and Mary O. Harten husband and wife of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Murrell & Smith, a Co-partnership composed of William D. Murrell and Robert C. Smith of Kansas City, Mo. part all of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The Southwest quarter of the northeast quarter of the Southeast quarter and the west half of the Southeast quarter of the Northeast quarter of the South-east quarter of Section Twenty-nine (29) Township Eighteen (18) North Range Thirteen (13) East also the Southeast quarter of the Southeast quarter and the East half of the Southeast quarter of the Northeast quarter of the Southeast quarter of Section Twenty-nine (29) Township Eighteen (18) North and 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 twenty 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 said first parties hereto to the said second parties hereto in the sum of One hundred twenty and no/100ths Dollars, dated September 21st 1910 due October 1st 1911, drawing interest at the rate of ten per centum per annum from maturity thereof and payable at the Commercial National Bank, Kansas City, Kansas with exchange on New York

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 1200.00 and interest, given by said first parties to said second parties herewith, and dated even date 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 parties 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 and no/100 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 21st day of September A. D. 1910

Albert Faltinson
Mary Faltinson
Joseph O. Harten
Mary O. Harten

State of Oklahoma,
County of Tulsa ss.

Before me F M Sutton a Notary Public in and for said County and State, on this 21st day of September 1910, personally appeared Albert Faltinson and Mary Faltinson husband and wife and Joseph O. Harten and Mary O. Harten 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 7/16-1911

F M Sutton

Notary Public.

Filed for Record the 24 day of Sep A. D. 1910, at 2 o'clock P. M., and Recorded the 24 day of September A. D. 1910

By W. H. W. W. W. Deputy.

Register of Deeds.

seal