

COMPARED

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That R. R. Roberts and Nora Roberts, husband and wife of the first part, have mortgaged and hereby mortgage to F. M. Sutton of Tulsa County, Oklahoma, part idea of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The southeast quarter of the southwest quarter (S.E. 1/4 S.W. 1/4) of Section four (4) township nineteen (19) north and range fourteen (14) 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 sixty 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 party hereto in the sum of sixty and no/100ths dollars, dated November 3rd 1910, due November 1st 1911, drawing interest at the rate of ten per cent per annum from maturity thereof and payable at the office of F. M. Sutton, Tulsa, Okla. with exchange in New York

This mortgage is given subject, and is inferior, to a certain mortgage for 60.00 and interest, given by said first parties to F. M. Sutton and dated November 3rd 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 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 fifty and no/100ths 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 3rd day of November A. D. 1910

R. R. Roberts
Nora Roberts

State of Oklahoma,

County of Tulsa ss.
Before me, M. A. Tipword a Notary Public in and for said County and State, on this 3 day of November 1910, personally appeared R. R. Roberts and Nora Roberts, 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 September 13, 1914 Seal M. A. Tipword Notary Public.

Filed for Record the 7 day of Nov A. D. 1910, at 2 o'clock P. M., and Recorded the 7 day of Nov A. D. 1910

By Seal Deputy. H. W. Wackley Register of Deeds.