

Form 4

DURSEY PUBLISHING COMPANY, DALLAS, TEXAS—1907

COMPARED

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That M. M. Clarney and Mattie Louisa M. Clarney of Tulsa County, Oklahoma, parties of the first part, have hereunto mortgaged and hereby mortgage to F. M. Sutton of Tulsa, Okla. part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The south half of the south half of the northeast quarter (S. 1/2 N. 1/2 E. 1/4) and the northeast quarter of the northeast quarter of the southeast quarter (N. 1/2 E. 1/4 S. 1/2 E. 1/4) all in section twelve (12) township twenty two (22) north and of range twelve (12) 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 on Oct 27 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 fifty five 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 fifty five and no/100ths, dated October 22nd, 1910, due November 1st, 1911, drawing interest at the rate of ten per cent per annum, maturity thereon and payable at the office of F. M. Sutton, Tulsa, Okla. with N. J. Ryckman.

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 550.00 and interest, given by said first parties to F. M. Sutton and dated October 22nd, 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 appraisalment of said real estate and all benefit of the homestead, exemption and stay laws of Oklahoma.

Dated this 22nd day of October A. D. 1910.

M. M. Clarney  
Mattie Louisa M. Clarney

State of Oklahoma, ss.  
County of Tulsa  
Before me, F. Cochran Notary Public in and for said County and State, on this 22nd day of October 1910, personally appeared M. M. Clarney and Mattie Louisa M. Clarney 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 June 4-1913 F. F. Cochran Notary Public.

Filed for Record the 11 day of Nov A. D. 1910, at 9:30 o'clock A. M., and Recorded the 11 day of Nov A. D. 1910.

By F. F. Cochran Deputy. H. H. H. H. H. Register of Deeds.