

COMPARED

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Mrs. M. A. Brown, a widow of Tulsa County, Oklahoma, part 4 of the first part, has mortgaged and hereby mortgage to The Farmers & Merchants State Bank of Bixby, Okla. part 4 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The southwest quarter (1/4) of Section Four (4) Township
sixteen (16) north range thirteen (13) east of the Indian Base
and Meridian, containing in all, 160 acres, more or less
as the case may be according to the Gov's survey thereof.

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 fourteen hundred ninety four & 50/100 Dollars, with interest thereon at the rate of 10 per cent per annum, payable annually from date according to the terms of one (1) certain promissory note described as follows, to-wit:

One certain promissory note dated at Bixby, Okla. November
23rd, 1910 amount \$1,494.50 due Nov. 23rd 1911 bearing interest from
date at the rate of 10% per annum signed by Mrs. M. A. Brown, a widow

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 16.50 and interest, given by said first party to any Investment Co. of Tulsa, Okla. and dated Oct. 1, 1910

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party hereby covenants and agrees 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 of the first part hereby agrees, that in the event action is brought to foreclose this mortgage, she will pay a reasonable attorney's fee of \$100.00 Dollars, which this mortgage also secures.

Part 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 23rd day of November A. D. 1910.
Witness to mark.
W. E. Privett
Notary.
Mrs. M. A. Brown
mark.

State of Oklahoma, ss.
County of Tulsa
Before me, W. E. Privett a Notary Public in and for said County and State, on this 23rd day of November 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 November 31, 1913
W. E. Privett
Notary Public.

Filed for Record the 15 day of Nov A. D. 1910, at 5 o'clock a.m., and Recorded the 15 day of Nov A. D. 1910.
By W. E. Privett Deputy.
W. E. Privett
Register of Deeds.