

COMPLETED

DORSEY Printing Company, Dallas, Texas - 1917

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That L. C. Wells (single) of Tulsa County, Oklahoma, part 4 of the first part, has mortgaged and hereby mortgage to F. M. Sutton of Tulsa, Okla. part 4 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The south half (S) of lot eight (8) of Block nine (9) of the original town of Tulsa according to the government plat thereof, more particularly described as follows: commencing at the southwest corner of said lot eight (8) and running thence northerly along the south line of said lot to the southeast corner thereof, thence northerly along the alley line of said lot for a distance of 50 feet thence in a southwesterly direction parallel with the south line of said lot to the street line thereof and thence in a southeasterly direction along the street line of said lot to the place of beginning.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me this 29th day of November, 1910  
F. M. Sutton  
 Register of Deeds.  
W. H. K. K. K. Deputy.

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 two hundred ten 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 party hereto to the said second party hereto in the sum of two hundred ten and no/100ths dollars, dated November 29th, 1910, due November 29th, 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 N.Y. exchange.

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 1400.00 and interest, given by said first party F. M. Sutton to and dated November 29th, 1910.

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party hereby covenants 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 of the first part hereby agree that in the event action is brought to foreclose this mortgage, he will pay a reasonable attorney's fee of fifty and no/100ths 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 29th day of November, A. D. 1910.

L. C. Wells

State of Oklahoma,

County of Tulsa ss. Before me James F. McCoy a Notary Public in and for said County and State, on this 29th day of November, 1910, personally appeared L. C. Wells (single) and

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his 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 Nov. 21, 1911 Sec. James F. McCoy Notary Public.

Filed for Record the 29 day of Nov, A. D. 1910, at 3:10 o'clock P. M., and Recorded the 29 day of Nov, A. D. 1910.

By Sec. H. H. K. K. Deputy. Register of Deeds.