

SECOND REAL ESTATE MORTGAGE.

COMPARED

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

The west half of the northeast quarter (N¹/₂ NE¹/₄) and the
southeast quarter of the northeast quarter (SE¹/₄ NE¹/₄) of section seven (7) of
township eighteen (18) north and of range thirteen (13) east of the Indian
Base and Meridian

For value received & acknowledged before me
 within mortgage, and same is hereby released
 Signed and acknowledged before me
 Notary Public
 Dec 3 1913

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 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 two hundred and no/100ths Dollars, dated August 1st 1911
due September 1st 1911, drawing interest at the rate of ten per cent
per annum from maturity thereof and payable at office of
F.M. Sutton, Tulsa, Oklahoma

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 2,000.00 and interest, given by said first part unto
F.M. Sutton and dated December 10th 1910

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part each hereby covenant and
 agree to 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 com-
 mitted 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 part of shall be entitled to the immediate possession of the premises and all
 the rents and profits thereof.

Said part each 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 10th day of December A. D. 1913

David M. Shipman
Lizzie Shipman

State of Oklahoma,

County of Tulsa, ss.
 Before me, J.P. Byrd Jr. a Notary Public in and for said County and State, on this 10th
 day of December 1913, personally appeared
David A. Shipman and Lizzie Shipman 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 Nov. 27th 1913 Notary Public

Filed for Record the 12 day of Dec A. D. 1913, at 11 o'clock A. M., and Recorded the 12 day of Dec A. D. 1913

By Notary Deputy. Notary Register of Deeds.