

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Clarence G. White and Nora White, husband and wife of Tulsa County, Oklahoma, part one of the first part, ha ve mortgaged and hereby mortgage to F. M. Sutton of Tulsa, Okla. part of 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 northeast quarter (S $\frac{1}{2}$  N $\frac{1}{2}$  E $\frac{1}{4}$ ) of section one (1) of township seventeen (17) north and of range thirteen (13) east of the Indian Base and Meridian, containing eighty acres more or less according to the government survey thereof.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.  
Signed and acknowledged before me Nov 23-1911  
H. C. Wacker  
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 two hundred and no Dollars, with interest thereon at the rate of ten per cent per annum, payable annually from maturity according to the terms of one certain promissory note described as follows, to-wit:

One note for two hundred dollars, dated December 10th 1910 and due January 1st 1912 with interest thereon at the rate of ten per centum per annum from maturity, given by first party hereto in favor of second party hereto, and payable at the office of second party in Tulsa, Okla., with exchange of New York.

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 2000.00 and interest, given by said first parties to second party hereto and dated December 10th 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 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. 1911.

Clarence G. White  
Nora White

State of Oklahoma,  
County of Tulsa

Before me, John A. Severus Notary Public in and for said County and State, on this 10th day of December 1911, personally appeared Clarence G. White and Nora White, 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 May 4, 1912 Seal John A. Severus Notary Public.

Filed for Record the 12 day of Dec A. D. 1911, at 11:55 o'clock A. M., and Recorded the 12 day of Dec A. D. 1911.

By Seal Deputy. H. C. Wacker Register of Deeds.