

FORM COMPARED

DORSEY FINDER, COMMISSIONER, DALLAS, TEXAS—1917

SECOND REAL ESTATE MORTGAGE.

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

The East Half of the Southeast quarter (E $\frac{1}{2}$ S E $\frac{1}{2}$) of Section Four (4), Township Eighteen (18) North and Range Thirteen (13) East of the Indian Base and meridian

For value received, I acknowledge that the within mortgage, and same is the best evidence of the same, was signed and acknowledged before me May 29-1912

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 Sixty and no/100 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 given by said first parties hereto to the said second party hereto in the sum of Sixty and no/100 Dollars, dated December 21st 1910, due January 1st 1912, bearing 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 \$400.00 and interest, given by said first parties to F. M. Sutton and dated December 21st 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 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 thereon.

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/100 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 21st day of December A. D. 1910

David A. Shipman
Lizzie Shipman

State of Oklahoma,

County of Tulsa

Before me, Frances Kimble a Notary Public in and for said County and State, on this 21st day of December 1910, 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 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 29-1912 Seal Frances Kimble Notary Public.

Filed for Record the 22 day of Dec A. D. 1910, at 2:00 o'clock P. M., and Recorded the 22 day of Dec A. D. 1910

By Her Walker Deputy.

Register of Deeds.