

COMPARED

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Louis Pregler and Elizabeth Pregler
Husband and wife of Indian County, Oklahoma, part
 of the first part, have mortgaged and hereby mortgage to Silas H. Gerguson
 of Worcester New York County, State of Oklahoma, to-wit:

the South One half of the North-
East quarter of Section Twenty-
Three Township Seventeen (17)
North, Range fourteen (14) East.
of the Indian Base and Meridian.

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 seventy Dollars,
 with interest thereon at the rate of 10 per cent per annum, payable annually from maturity according to the terms
 of one certain promissory note described as follows, to-wit:

one note dated at Bisby Oklahoma December first 1910
and due on the first day of November 1911 to Silas H.
Gerguson of Worcester N.Y. bearing 10% interest from
maturity.

This mortgage is given, subject, and is inferior, to a certain mortgage for \$ 1800.00 and interest, given by said first party to Silas H.
Gerguson and dated December first 1910

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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 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 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 Dollars, which this mortgage also secures.

Part first 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 first day of December A. D. 1910

Louis Pregler
Elizabeth Pregler

State of Oklahoma,

ss.

County of Indian
 Before me, Henry Hornicker Notary Public in and for said County and State, on this first
 day of December 1910, personally appeared Louis Pregler
 and Elizabeth Pregler 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 July 28, 1914 Seal Notary Public.

Filed for Record the 5 day of Jan. A. D. 1911, at 8 o'clock a. M., and Recorded the 5 day of Jan. A. D. 1911

By Seal Deputy.

Henry Hornicker
Seal H. C. Walrley
 Register of Deeds.