

COMPARED

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That J M Griffiths and Nora Griffiths, husband & wife of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Murcell & Smith, a co-partnership composed of William D. Murcell & Robert O. Smith of Kansas City, Mo. parties of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The southwest quarter of the southwest quarter (SW<sup>1</sup> SW<sup>1</sup>) of Section seven (7) of township seventeen (17) north and of Range thirteen (13) east of Indian Base & 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 One hundred & no/100 Dollars, with interest thereon at the rate of ten per cent per annum, payable annually from maturity according to the terms of certain promissory note described as follows, to-wit:

One note given by first parties to second parties for One Hundred Dollars, dated March 7th 1911 due March 1st 1912, drawing 10 percent interest per annum after due and payable at Commercial National Bank of Kansas City, Kas

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 1000 and interest, given by said first parties to Murcell & Smith and dated March 7th 1911

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 parties 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 no/100 Dollars, which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefit of the homestead, exemption and stay laws of Oklahoma.

Dated this seventh day of March A. D. 1911

J M Griffiths  
Nora Griffiths

State of Oklahoma,

County of Tulsa ss.

Before me, F M Sutton a Notary Public in and for said County and State, on this seventh day of March 1911, personally appeared J M Griffiths and Nora Griffiths, husband & wife

to me known to be the identical person s 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 March 16th 1911 (seal) F M Sutton Notary Public.

Filed for Record the 8 day of March A. D. 1911, at 8<sup>30</sup> o'clock A.M., and Recorded the 8 day of March A. D. 1911.

By H C Minkley Deputy.

(seal)

Register of Deeds.