

#28901
B-56

COMPALED

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Frank Claypool and Emily Claypool
husband and wife of Tulsa County, Oklahoma, part
 of the first part, have mortgaged and hereby mortgage to Murrell & Smith in copartnership, composed of
William D. Murrell and Robert C. Smith of Kansas City, Mo.
 part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The northeast quarter of the Southeast quarter (NE 1/4 SE 1/4) of
Section Twenty-nine (29) of Township Thirteen (13) north and of
Range Thirteen (13) 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 Sixty and 00/100 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
parties hereto in the sum of Sixty and 00/100 (\$60.00) Dollars dated
February 1st 1911 due February 1st 1912 drawing interest at the rate
of ten per cent per annum from maturity thereof and payable at
the Commercial National Bank, Kansas City, Mo.

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 600.00 and interest, given by said first parties to Murrell & Smith
(a co-partnership composed of William D. Murrell & Robert C. Smith) and dated February 1st 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 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 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 00/100 Dollars, which this mortgage also secures.

Part 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 February A. D. 1911

Frank Claypool
Emily Claypool

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 1st
 day of February 1911, personally appeared Frank Claypool
 and Emily Claypool 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 27-1913 (Seal) J. P. Byrd Jr. Notary Public.

Filed for Record the 4 day of Feb A. D. 1911, at 10 o'clock 2 M., and Recorded the 4 day of Feb A. D. 1911

By Seal Deputy, W. H. H. H. H. Register of Deeds.