

COMPARED

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That F. M. Sutton (a single man) of Tulsa County, Oklahoma, part of the first part, has mortgaged and hereby mortgage to Emma S. North of Tulsa County, Oklahoma, part

part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:  
Lot eight (8) of Block nine (9) of Oak Grove Addition to the city of Tulsa according to the Government & recorded plat thereof

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.  
Emma S. North  
Feb 10 1912  
W. B. Walkley  
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 Six Hundred Fifty Dollars, with interest thereon at the rate of eight per cent per annum, payable annually from Feb'y 10th 1911 according to the terms of one certain promissory note described as follows, to-wit:

One note for Six Hundred Fifty Dollars (\$650.00) given by first party to second party dated Feb'y 13th 1911 due Feb'y 10th 1912 drawing interest at 8% per annum from Feb'y 10th 1911 & payable at Bank of Commerce in Tulsa Okla

This mortgage is given subject, and is inferior, to a certain mortgage for \$\_\_\_\_\_ and interest, given by said first part to \_\_\_\_\_ and dated \_\_\_\_\_ 190\_\_.

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party hereby covenants and agrees 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 part shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part 4 of the first part hereby agrees, that in the event action is brought to foreclose this mortgage, he will pay a reasonable attorney's fee of Fifty \$ Dollars, which this mortgage also secures.

Part 4 of the first part, for said consideration, does hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws of Oklahoma.

Dated this 13th day of February A. D. 1911.

F. M. Sutton

State of Oklahoma,

ss.

County of Tulsa  
 Before me Benjamin C. Comer a Notary Public in and for said County, and State, on this 13th day of February 1911, personally appeared F. M. Sutton a single man and \_\_\_\_\_

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his 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 29-1911 (Seal) Benjamin C. Comer Notary Public.

Filed for Record the 14 day of Feb A. D. 1911, at 12 o'clock AM, and Recorded the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_.

By \_\_\_\_\_ Deputy.

(Seal)

W. B. Walkley

Register of Deeds.