

COMPARED

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That

G. M. Griffiths and Nora Griffiths  
husband and wife, of Tulsa County, Oklahoma, part ies  
 of the first part, have ve mortgaged and hereby mortgage to Muriel A. Smith, a co-partnership, composed of  
William A. Murrell & Robert O. S. Smith of Kansas City, Mo.  
 part ies of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:  
The South west quarter of the southwest quarter (SW 4 SW 1/4) of section  
Seven (7) of Township Seventeen (17) North and of Range Fourteen  
(14) East of the 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 <sup>no/100</sup> 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 per cent  
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 \$ 1000.00 and interest, given by said first parties to  
Murrell & 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 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 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 <sup>no/100</sup> 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 Seventh day of March A. D. 1911.

G. M. Griffiths  
Nora Griffiths

State of Oklahoma,

County of Tulsa ss.  
 Before me, J. M. Sutton a Notary Public in and for said County and State, on this seventh  
 day of March 1911, personally appeared G. M. Griffiths  
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.

J. M. Sutton

My commission expires March 16th, 1911.

Notary Public.

Filed for Record the 16th day of March A.D. 1911, at 11:55 o'clock A.M., and Recorded the 16th day of March A.D. 1911.

By Seal Deputy.

H. C. Walkley  
 Register of Deeds.

at 3:30 o'clock a.m. and is duly returned in record 28 - Page 453 H.C. Walkley Register of Deeds. Seal 8-1911