

COMPANY

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That mid T. Self and Eliza Self, Husband and wife of Tulsa County, Oklahoma, part is of the first part, have mortgaged and hereby mortgage to F. M. Sutton of Tulsa County, Oklahoma, part is of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The West 1/2 of the Southeast Quarter (W 1/2 SW 1/4) and the Northeast Quarter of the Southeast Quarter (NE 1/4 SW 1/4) all of Section Thirty Six (36) of Township Seventeen (17) North and of Range Twelve (12) 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 Seventy and no Dollars, with interest thereon at the rate of ten per cent per annum, payable monthly annually from maturity according to the terms of two certain promissory notes described as follows, to-wit:

Two notes of even date herewith for thirty five dollars each given by First Quarter to second party, one due April 1st 1912 and one due April 1st 1913, and payable at the office of second party in Tulsa Oklahoma.

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 700.00 and interest, given by said first parties to F. M. Sutton and dated March 24th 1901.

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 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 and no 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 24th day of March 1901.

mid T. Self
Eliza Self

State of Oklahoma, } ss.
County of Tulsa

Before me, J. O. Bayard Jr. a Notary Public in and for said County and State, on this 24th day of March 1901, personally appeared mid T. Self and Eliza Self, 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. O. Bayard Jr. Notary Public.

Filed for Record the 25th day of Mar. A.D. 1901, at 4:10 o'clock P.M., and Recorded the 27th day of Mar. A.D. 1901.

By Seal H. C. Warkley Deputy. Register of Deeds.