

Form 4

DORSEY Printing Company, Dallas, Texas—4837

COMPARED

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That M. F. Worstell and Lela Worstell his wife  
 of Bixby, Tulsa County, Oklahoma, part is  
 of the first part, has S mortgaged and hereby mortgage to The Farmers + Merchants State Bank  
 of Bixby, Okla.

part of 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 northwest quarter (N E 1/4 of NW 1/4) of section fifteen  
Township seventeen (17) North, Range thirteen (13) East, containing in all 40  
acres more or less as the case may be according to the U.S. Plat survey thereof

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 \$1324.25 thirteen hundred twenty four + 25/100 Dollars,  
 with interest thereon at the rate of 10 per cent per annum, payable annually from maturity according to the terms  
 of one certain promissory note described as follows, to-wit:

One certain promissory note dated Bixby, Oklahoma - April 19th 1911 - bearing interest  
from date at the rate of 10 percent per annum from maturity signed by  
M. F. Worstell and Lela Worstell, payable to The Farmers + Merchants State  
Bank of Bixby, Okla., due six months after date

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 500.00 and interest, given by Silas W. Ferguson of N.Y. and dated Dec 3rd 1907

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

Said part is of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, that they will pay a reasonable attorney's fee of one hundred (\$100.00) Dollars, which this mortgage also secures.

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

Dated this 19th day of April A. D. 1911

M. F. Worstell  
Lela Worstell

State of Oklahoma, ss.  
 County of Tulsa

Before me W. E. Prineett Notary Public in and for said County and State, on this 31st day of April 1911, personally appeared M. F. Worstell and Lela Worstell his 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 December 31, 1913 W. E. Prineett Notary Public.

Filed for Record the 24 day of April A. D. 1911, at 8 o'clock 9 M., and Recorded the 24 day of April A. D. 1911

By W. C. Warkley Deputy. Register of Deeds.