

COMPARED

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Arthur R Perryman of Tulsa County, Oklahoma, part y of the first part, has mortgaged and hereby mortgage to L C Muller of Tulsa, Oklahoma part y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The south half (½) of lot eight (8) of block nine (9) of the original town of Tulsa, according to the government plat thereof, more particularly described as follows: Commencing at the southwest corner of said lot eight (8) and running thence northeast along the south line of said lot to the southeast corner thereof, thence northeasterly along the alley line of said lot for a distance of 50 feet thence on a southeasterly direction parallel with the south line of said lot to the street line thereof and thence in a southerly direction along the street line of said lot to the place of beginning.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me 18th July 1913
L C Muller
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 Eight hundred fifty and no 100ths Dollars, with interest thereon at the rate of ten per cent per annum, payable semi annually from November 29th 1910 according to the terms of eight certain promissory notes described as follows, to-wit:

Said notes given by said first party hereto to the said second party hereto in the sum of one hundred and no 100ths dollars each, dated November 29th 1910 and due as follows: \$100.00 due December 1st 1910; \$100.00 due March 1st 1911; \$100.00 due June 1st 1911; \$100.00 due September 1st 1911; \$100.00 due December 1st 1911; \$100.00 due March 1st 1912 and \$100.00 due June 1st 1912 and one note of one hundred fifty and no 100ths dollars, dated November 29th 1910 due September 1st 1912; all eight notes drawing interest at the rate of ten per cent per annum from date thereof and payable at the office of F M Sutton, Tulsa, Oklahoma, with NY exchange from date thereof and payable at the office of F M Sutton and interest, given by said first party to and assumed by said first party to F M Sutton and dated November 29th 1910.

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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 part y of the first part hereby agree, that in the event action is brought to foreclose this mortgage, he will pay a reasonable attorney's fee of Eighty five and no 100ths Dollars, which this mortgage also secures.

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

Dated this 29th day of November A. D. 1910.

Arthur R Perryman

State of Oklahoma, } ss.
County of Tulsa

Before me, Missie M. Thomas, a Notary Public in and for said County and State, on this 29th day of November 1910, personally appeared Arthur R Perryman

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 Feb 8, 1913 (seal) Missie M. Thomas Notary Public.

Filed for Record the 8 day of June A. D. 1911, at 3 o'clock P M., and Recorded the 8 day of June A. D. 1911.

By L C Muller Deputy.

(seal) L C Muller Register of Deeds.