

* Witness my hand and official seal the day and year last above written.
John A. White Notary Public,
(Seal) My commission expires June 8th, 1915,

459

COMPARED

32670.
SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That John Barrett & Myrtle Barrett,
husband and wife of Tulsa County, Oklahoma, parties
of the first part, have mortgaged and hereby mortgage to F. M. Sutton
of Tulsa, Okla
part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:
The Northwest quarter (N.W. 1/4) of Section
Thirty-four (34) of Township nineteen (19) north and
of Range thirteen (13) east - of the Indian Base &
Meridian

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

Signed and acknowledged before me June 6 - 1915
Laura Quinn
COUNTY CLERK
By C. E. Maxwell
DEPUTY

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 Three Hundred twenty 320.00 Dollars,
with interest thereon at the rate of ten per cent per annum, payable annually from maturity according to the terms
of ten certain promissory notes described as follows, to-wit:
1. Ten notes for \$32.00 each, all given date herewith
one due January 1st 1912 and one due on the first day
of each July and January thereafter up to and
including July 1st 1916.

This mortgage is given subject, and is inferior, to a certain mortgage for \$320.00 and interest, given by said first part to F. M. Sutton
and dated June 22nd 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 part 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
Seventy-five 75.00 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 22nd day of June A. D. 1915
John Barrett
Myrtle Barrett

State of Oklahoma, ss.
County of Tulsa
Before me, Linda Campbell a Notary Public in and for said County and State, on this 22nd
day of June 1915, personally appeared John Barrett
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.
(Seal) Linda Campbell Notary Public.
My commission expires March 22nd 1915

Filed for Record the 5 day of July A.D. 1915, at 4:30 o'clock P.M., and Recorded the 5 day of July A.D. 1915
By H. C. Walkley Deputy.
(Seal) Register of Deeds.

State of Oklahoma }
County of Tulsa }
I, John A. White, Notary Public in and for said County and State on this 29th day of June 1911 personally appeared
John Barrett & Myrtle Barrett, wife of John Barrett, 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.