

32839

COMPARED

DORSEY PRINTER COMPANY, DALLAS, TEXAS - 1907

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That J. F. Panther and Mary Panther
his wife of Tulsa County, Oklahoma, part ies
 of the first part, half mortgaged and hereby mortgage to Wm Sharpe
 of Clay Center, Kansas,
 part y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The North East Quarter (1/4) of the North West Quarter (1/4)
in section Thirtysone (31) of Township Seventeen (17) North
and Range Fourteen (14) East of the Indian Base and
Meridian in the State of Oklahoma; containing Forty
(40) acres, more or less, as the case may be,
according to the U. S. Gov't 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 Eighty + 7/8 % (\$ 80.875) Dollars,
 with interest thereon at the rate of 10 % per cent per annum, payable annually from Aug 1st 1911 according to the terms
 of five certain promissory note described as follows, to-wit:
Five (5) Notes for Sixteen + 2/3 % (\$ 16.666) Dollars each,
due on Aug 1st, 1912, 1913, 1914, 1915, and 1916, respectively,
with interest at the rate of ten (10 %) percent after
maturity.

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 800.00 and interest, given by said first parties to Wm Sharpe
 and dated July 12th 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 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
Twenty-five + 7/8 % (\$ 25.875) 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 12th day of July A. D. 1911

J. F. Panther,
Mary Panther,

State of Oklahoma,

ss.

County of Tulsa

Before me, C. Lipscomb, a Notary Public in and for said County and State, on this 12th

day of July 1911, personally appeared J. F. Panther

and Mary Panther, his wife

to me known to be the identical person 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.

(Seal) My commission expires Mar, 22nd 1915

C. Lipscomb,
 Notary Public.

Filed for Record the 13 day of July A. D. 1911, at 8:00 o'clock A.M., and Recorded the 13 day of July A. D. 1911

By (Seal) Deputy.

H. E. Walkley,
 Register of Deeds.