

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That George Hall and M J Hall, husband and wife of Tulsa County, Oklahoma, part see of the first part, ha 24 mortgaged and hereby mortgage to F M Sutton of _____ County, State of Oklahoma, to-wit:

The southwest quarter of the northwest quarter (SW 1/4 NW 1/4) of section eight (8) township seventeen (17) north and of range fourteen (14) east of the Indian base and meridian

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

Signed and acknowledged by F M Sutton 7th day of Aug. 1912

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 Sixty and no 100ths Dollars, with interest thereon at the rate of ten per cent per annum, payable annually from maturity according to the terms of one certain promissory note described as follows, to-wit:

One note given by first parties hereto to said second party hereto in the sum of sixty and no 100ths dollars, dated July 20th 1911 due August 1st 1911, drawing interest at the rate of ten per cent per annum from maturity thereof and payable at the office of F M Sutton, Tulsa, Okla

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 600.00 and interest, given by said first parties to said second party hereto and dated July 20th 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 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 Seventy five and no 100ths 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 20th day of July A. D. 1911

George Hall
M J Hall

State of Oklahoma,

ss.

County of Tulsa

Before me, Kenny Hornecker, a Notary Public in and for said County and State, on this 20th day of July 1911, personally appeared George Hall and M J Hall, 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 July 28, 1914 (seal) Kenny Hornecker Notary Public.

Filed for Record the 21 day of July A. D. 1911, at 10 o'clock A.M., and Recorded the _____ day of _____ A. D. 19 _____

By _____ Deputy. (seal) H B Maltby Register of Deeds.