

33141

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Myrtle A. Skaggs and W.A. Skaggs
wife and husband of Tulsa County, Oklahoma, part
 of the first part, 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 southwest quarter of the northwest
quarter (SW 1/4 NW 1/4) and the south half of the
southeast quarter of the northwest quarter
(S 1/2 SW 1/4 NW 1/4) all of Section Five (5) of
Township Twenty one (21) north and of
Range Thirteen (13) east of the Indian Base
and Meridian.

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 One hundred twelve 120/100 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 for \$112.00 of even date herewith,
due January 1st 1913 with interest at 10% per
annum from maturity until paid and payable
at the office of the mortgagee in Tulsa, Okla.

This mortgage is given subject, and is inferior, to a certain mortgage for \$800.00 and interest, given by said first parties to
F.M. Sutton and dated July 25th 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 75/100 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 25th day of July A.D. 1911

Myrtle A. Skaggs
W.A. Skaggs,

State of Oklahoma,

County of Tulsa
 Before me, Linda Campbell a Notary Public in and for said County and State, on this 25th
 day of July 1911, personally appeared Myrtle A. Skaggs and W.A.
Skaggs, 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.

(Seal) Linda Campbell
 My commission expires March, 22nd, 1915 Notary Public.

Filed for Record the 25 day of Jul A.D. 1911, at 2:45 o'clock P.M., and Recorded the 25 day of Jul A.D. 1911

By H.O. Walkley Deputy.
 (Seal)

Register of Deeds.