

COMPARED

34866

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That J. E. Lucas and Anna Lucas, husband and wife of Pulsa County, Oklahoma, part 1/2 of the first part, half mortgaged and hereby mortgage to F. M. Sutton

part 1/2 of the second part, the following described real estate and premises situated in Pulsa County, State of Oklahoma, to-wit: The Southwest quarter of the Southwest quarter (SW 1/4 SW 1/4) of Section Sixteen (16.) Township Eighteen (18) North and of Range Fourteen (14) 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 ten and no/100ths Dollars, with interest thereon at the rate of ten per cent per annum, payable annually from maturity thereof according to the terms of five certain promissory notes described as follows, to-wit:

Five notes given by said first parties hereto to the said second party hereto, each in the sum of Twenty-two and no/100ths Dollars, dated September 7th 1911, one of said notes being due the 1st of September, 1912, 1913, 1914, 1915, 1916, each drawing interest at the rate of ten per cent per annum from maturity thereof, and payable at the office of F. M. Sutton in Pulsa, Oklahoma,

This mortgage is given subject, and is inferior, to a certain mortgage for \$1100.00 and interest, given by said first parties to F. M. Sutton and dated September 7th 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 7th day of September A. D. 1911

J. E. Lucas
Anna Lucas,

State of Oklahoma,

ss.

County of Pulsa

Before me, A. D. Laws a Notary Public in and for said County and State, on this 9th day of September 1911, personally appeared J. E. Lucas and Anna Lucas 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) Mich, 28, 1912,
My commission expires

A. D. Laws
Notary Public.

Filed for Record the 10 day of Oct A. D. 1911, at 10 o'clock AM, and Recorded the 10 day of Oct A. D. 1911

By H. O. Walker, Deputy.

(Seal) H. O. Walker, Register of Deeds.