

#35294

REVIEWED COMPARED

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That John W. Simmons and Clara Simmons
husband and wife, of Tulsa County, Oklahoma, part 1st
 of the first part, have mortgaged and hereby mortgage to J.M. Sutton,

part 2nd of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Three (3) and 5 1/2 (6) and the southeast quarter
of the North west quarter (SE 1/4 NW 1/4) all in Section
Three (3), Township Seventeen (17) North and Range
Thirteen (13) East of the Indian Base and Meridian
containing one hundred twenty and 7/100 acres more or
less, according to the U.S. Government survey thereon.

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 Fifty and 100ths Dollars,
 with interest thereon at the rate of ten per cent per annum, payable semi-annually from maturity thereof according to the terms
 of one certain promissory note described as follows, to-wit:

One note given by the first parties hereto to the second party
hereto in the sum of Three Hundred Fifty and 100ths Dollars dated
September 23rd 1911 due October 1st 1912 bearing interest at the rate
of ten per cent per annum from maturity thereof and payable at
the office of J.M. Sutton in Tulsa, Okla.

This mortgage is given subject, and is inferior, to a certain mortgage for \$2500.00 and interest, given by said first parties said second
party hereto, and dated September 23rd 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 and 100ths Dollars, which this mortgage also secures.

Part 2nd 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 23rd day of September A. D. 1911.

John W. Simmons
Clara Simmons

State of Oklahoma, } ss.

County of Tulsa

Before me, _____ a Notary Public in and for said County and State, on this 23rd
 day of September 1911, personally appeared John W. Simmons

and Clara Simmons, husband and wife and
 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
 My commission expires March 22nd 1915

Linda Campbell
 Notary Public.

Filed for Record the 25 day of Oct A.D. 1911, at 4:30 o'clock P.M., and Recorded the _____ day of _____ A.D. 19____

By _____ Deputy.

Seal

H. C. Walker
 Register of Deeds.