

#35943.

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That J.B. Brown and Lela Z. Brown, nee Posey,  
his wife, of Tulsa County, Oklahoma, parties  
of the first part, have mortgaged and hereby mortgage to Turner & Merchants State Bank  
of Bixby, Okla.  
parties of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The SW 1/4 of Sec. 24 and the NW 1/4 of NE 1/4 and NE 1/4 of NW 1/4  
of Sec. 26 all in Township 17 North of Range 12 East of the Indian  
Base and Meridian containing in all 160 acres, more or less  
as the case may be according to the U.S. Govt. survey thereof.  
Same being a portion of the land of J.B. Brown, nee Posey.

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 Two Thousand and 00/100 Dollars,  
with interest thereon at the rate of 10 per cent per annum, payable late annually from late according to the terms  
of One certain promissory note described as follows, to-wit:

One certain promissory note dated at Bixby, Okla. 14th day  
of November A.D. 1911 for \$2000.00 due on demand bearing 10%  
interest from date.

This mortgage is given subject, and is inferior, to a certain mortgage for \$2000. and interest, given by said first parties to  
Virginia B. Cox Mortgage Company and dated 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, One Hundred \$ will pay a reasonable attorney's fee of  
One Hundred \$ 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 14th day of November, A.D. 1911.

J.B. Brown  
Lela Z. Brown, nee Posey

State of Oklahoma,

County of Tulsa  
Before me, Henry Hornecker a Notary Public in and for said County and State, on this 14th  
day of November, 1911, personally appeared John B. Brown and Lela Z. Brown  
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 Henry Hornecker Notary Public.  
My commission expires July 25th 1914

Filed for Record the 20 day of Nov, A.D. 1911, at 8 o'clock A.M., and Recorded the 20 day of Nov, A.D. 1911.

By Seal H.W. Hackett Register of Deeds.  
Deputy.