

Jules
6-27-58

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Frank Claypool and Emily
Claypool and Emily of DeWitt County, Oklahoma, parties
 of the first part, have mortgaged and hereby mortgage to H. M. Sutton
 of DeWitt County, Oklahoma, parties
 of the second part, the following described real estate and premises situated in DeWitt County, State of Oklahoma, to-wit:

The Northeast quarter of the Southeast
quarter of the 24th 11th 14th of Section 12, Township
12.9, Range 19, North of Range
13, East of Indian 73 and 74.

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 Twenty and no/100 Dollars,
 with interest thereon at the rate of eight per cent per annum, payable for annually from date hereof according to the terms
 of one note of even date herewith given by the
first parties here to in the sum of Eight and
no/100 Dollars with interest thereon at the rate
of eight per cent per annum due November 1st 1911
and payable at the office of H. M. Sutton
in DeWitt, Oklahoma.

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 100.00 and interest, given by said first parties
said second party here to and dated November 11th 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
Seventy five and no/100 Dollars, which this mortgage also secures.

Part 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 11th day of November A.D. 1911

Frank Claypool
Emily Claypool

State of Oklahoma,

ss.

County of DeWitt
 Before me, W. P. McQuinn a Notary Public in and for said County and State, on this 20th
 day of November 1911, personally appeared Frank Claypool and Emily
Claypool who being known to me 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 June 6, 1914 (Seal) W. P. McQuinn Notary Public.

Filed for Record the 1st day of Dec. A.D. 1911, at 3:35 o'clock P. M., and Recorded the 1st day of Dec. A.D. 1911

By (Seal) Deputy. A. C. Volney Register of Deeds.