

#36919.

RECORDED

DORSET FIDELITY COMPANY, DALLAS, TEXAS 75201

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Clara M. Owen and A. P. Owen  
~~her husband~~ of Disby Tulsa County, Oklahoma, part  
 of the first part, has mortgaged and hereby mortgage to J. E. Pruitt  
 of Disby Tulsa Co. Okla.  
 part 4 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The North one half of the Northeast quarter (N.E. of 28-4)  
of Section 16 (N.E.) Township 16 North of Range  
11 West (13) east of the Meridian Base and Township  
containing in all 80 acres more or less as the same  
may be according to the United States Government  
Survey thereof.

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 twenty five Dollars,  
 with interest thereon at the rate of 10 per cent per annum, payable in annually from date according to the terms  
 of one certain promissory note described as follows, to-wit:

One certain promissory note dated Disby Okla. December 23rd  
1914 to the amount of \$325.00 bearing interest from date at the rate  
of 10% per annum due 1 year after date payable to the order  
of J. E. Pruitt, signed by Clara M. Owen and A. P. Owen  
her husband.

This mortgage is given subject, and is inferior, to a certain mortgage for Three Hundred and interest, given by said first parties to Ph. H. H. H.  
Investment Co. of Chicago, Kansas and dated June 1910 1910.

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby covenant 2 and  
 agree 1 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 1 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 1, that in the event action is brought to foreclose this mortgage, one 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 1 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 December A. D. 1914

Clara M. Owen  
A. P. Owen

State of Oklahoma, ss.  
 County of Disby

Before me, Henry H. H. H. a Notary Public in and for said County and State, on this 23rd  
 day of December 1914, personally appeared Clara M. Owen and A. P. Owen  
her husband and  
 to me known to be the identical person 1 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 July 2, 1915 Henry H. H. H. Notary Public.

Filed for Record the 26 day of Decr, A. D. 1914, at 8 o'clock M., and Recorded the 26 day of Decr, A. D. 1914.

By

Deputy.

(Seal)

H. C. H. H.  
 Register of Deeds.