

Form 4

DORSEY TRUST COMPANY, DALLAS, TEXAS—4534

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That W. M. Poyner and Emma H. Poyner  
 of the first part, his wife, of Tulsa County, Oklahoma, part  
 of the first part, has mortgaged and hereby mortgage to First National State Bank  
 of Bixby, Okla.  
 part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Section 31, Township 17 North Range 13 East  
containing or more or less as the same may  
be.

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 Seven Hundred forty three 743.00 Dollars,  
 with interest thereon at the rate of 10 per cent per annum, payable annually from maturity according to the terms  
 of one certain promissory note described as follows, to-wit:

One certain promissory note dated Bixby, Okla. Jan 21, 1912,  
made payable to First Nat. Bank, bearing interest at the rate of 10  
percent per annum from maturity payable to the order of said  
party of the second part, signed by the parties of the  
first part, amount \$ 743.00

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 1100.00 and interest, given by said first party to Ed. Clark,  
of Wichita, Kansas and dated Nov 1st 1909

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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 party of the first part hereby agree that in the event action is brought to foreclose this mortgage, will pay a reasonable attorney's fee of  
\$ 1100.00 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 20th day of Jan. A. D. 1912

W. M. Poyner  
Emma H. Poyner

State of Oklahoma, ss.

County of Adair  
 Before me, J. C. Pritchett Notary Public in and for said County and State, on this 20th  
 day of Jan. 1912, personally appeared W. M. Poyner and Emma H. Poyner  
his wife and

to me known to be the identical person 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 December 31, 1913 (Seal) Notary Public.

Filed for Record the 6 day of Jan. A. D. 1912, at 5 o'clock P. M., and Recorded the 6 day of Jan. A. D. 1912

By J. B. Shockey Deputy. (Seal) Register of Deeds.