

#38812.

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That David A. Shipman & Lizzie Shipman husband & wife of the first part, ha ve mortgaged and hereby mortgage to Murcell & Smith a co - partnership composed of William D. Murcell & Robert O. S. Smith of Kansas City, Mo. of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit: The West half of the Northeast quarter (NW 1/2 NE 1/4) and the southeast quarter of the Northeast quarter (SE 1/4 NE 1/4) of Section Seven (7) also the east half of the Southeast quarter E 1/2 SE 1/4 of Section Four (4) also Lot Four (4) less the Northeast (NW 1/2) acres allotted to Homer Perryman of Section Seven (7), also the east half of the northeast quarter of the southwest quarter of the southeast quarter (E 1/2 NE 1/4 SW 1/4 SE 1/4) of section Four (4), and also the south one acre of the west ten and 6/100 acres of lot three (3) of section Seven (7) all the foregoing being in township Eighteen (18) north and of Range Thirteen (13) east of the Indian base and Meridian) subject however to three certain mortgages given by first parties to F. M. Sutton as follows to-wit: one for \$400.00 on the E 1/2 SE 1/4 Sec. 4, one for \$1600.00 on the NW 1/4 NE 1/4 and N. 15 acres of the SW 1/4 NE 1/4 of section 7, and one for \$2000.00 on the SE 1/4 NE 1/4 and 1.25 acres of SW 1/4 NE 1/4 of section 7, all in township 18, Range 13, aforesaid, said mortgages now being of record in Tulsa County, State of Oklahoma, 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 thirty-five hundred (3500.00) Dollars, with interest thereon at the rate of ten per cent per annum, payable semi annually from maturity of the note <sup>7 years after named</sup> according to the terms of six certain promissory notes as described as follows, to-wit: six notes of even date herewith as follows: one for \$600.00 due April 1st 1912, one for \$600.00 due May 1st 1912, one for \$600.00 due June 1st 1912, one for \$600.00 due July 1st 1912, one for \$600.00 due August 1st 1912 and one for \$500.00 due September 1st 1912) all given by first parties to second parties payable at Commercial National Bank of Kansas City Kansas with exchange on New York.

This mortgage is given subject, and is inferior, to a certain mortgage for \$4000.00 and interest, given by said first parties to F. M. Sutton and now of record in Tulsa County Oklahoma as <sup>above stated</sup> and dated 190

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part we 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 committed 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 we shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part we of the first part hereby agree and that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of Three Hundred <sup>19/100</sup> Dollars, which this mortgage also secures.

Part we of the first part, for said consideration, do we hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws of Oklahoma.

Dated this 27th day of February 1914 A. D. 1914

David A. Shipman  
Lizzie Shipman

State of Oklahoma, ss.  
County of Tulsa  
Before me, The Undersigned, a Notary Public in and for said County and State, on this 27th day of February 1914, personally appeared David A. Shipman and Lizzie Shipman husband & 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) Frank P. Whetzel  
My commission expires May 4, 1914 Notary Public.

Filed for Record the 1 day of Mar. A.D. 1914, at 3 o'clock P. M., and Recorded the 3 day of Mar. A.D. 1914

By (seal) Deputy. H. B. Milkley Register of Deeds.