State of Oklahoma

SS

County of Tulsa Before me, W Ward Cornelius a Notary Public in and for said County and State on this IOth day of August I908 personally appeared John Harlow and Lucy J Harlow his wife to me known to be the indentical 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 .

SEAL. My commission expires Sept 18 1911.

W. Ward Cornelius
Notary Public

and in full of the Filed for record Aug IO 1908 at 5 P.M. H.C. Walkley Reg of Deeds (SEAL)

COMPARED (

---SECOND REAL ESTATE MORTGAGE (\*\*Construction) Know all men by these presents: That WHITE Privett & single man of Tulsa County Oklahoma party of the first part, has mortgaged and hereby mortgage to F.M.Sutton of Tulsa Oklahoma party of the second part, the following described real estate and premises situated in Tulsa County State of Oklahoma, to-wit :

The Southeast quarter of the Northwest quarter '( SE I/4 NW I/4) of Section numbered Thirty Five (.35) Of Township numbered Seventeed ( 17) North and of Range numbered twelve ( 12) East of the Indian Base and Meridian . , with all of improvements thereon and appurtenances thereto belonging and warrant the title to the same. This mortgage is given to secure the principal sum of One Hundred Eighty as 100 Dollars with interest thereon at the rate of Ten per cent per annum payable annuals from date according to the terms of one certain promissory note described as follows wit:

One note given by fairst party hereto to the second party hereto for One Ends Eighty and No /100 Dollars dated August 7th 1908 and due August 7th 1909 and pay at the office of F.M: Sutton Tulsa, Oklahoma .

This mortgage is given subject, and is inferior to a certain mortgage to \$ 400.00 and interest given by said firstparty to F.M. Sutton and dated August En 1908 .

Provided always that this instrument is made, executed and delive en upon the following conditiois, to-wit: that said first party hereby covenents and agrees 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 hereinm 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 agrees that in the evevent action is brought to foreclose this mortgage he will pay a reasonable at orney's fee of Twenty Five and No/IO Dollars