

COMPARED

-----SECOND REAL ESTATE MORTGAGE :-----

KNOW ALL MEN BY THESE PRESENTS: That Robert K Shipman and Lino Shipman husband and wife of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Murrell & Spicknall, a co-partnership composed of William D Murrell and William R Spicknall of Kansas City Missouri parties of the second part, the following described real estate and premises situated in Tulsa County State of Oklahoma, to-wit :-

The Northeast quarter of the southeast quarter (NE 1/4 SE 1/4) and the northeast quarter of the northwest quarter (NE 1/4 NW 1/4) all of section numbered six (6) of Township numbered eighteen (18) North, and of range numbered thirteen (13) east of the Indian Base and Meridian, 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 eight hundred and No/100 Dollars with interest thereon at the rate of ten per cent per annum, payable semi-annually from date hereof according to the terms of ~~xxxxxxx~~ one certain promissory note described as follows, to-wit : One promissory note of even date herewith given by first parties hereto for eight hundred Dollars (\$800 .00) and due February 1st 1909 and payable to the order of second parties hereto at the Commercial National Bank of Kansas City Kansas, with exchange on New York. This mortgage is given subject and is inferior to two certain mortgages given by first parties hereto to second parties hereto being one for \$ 800 00 on the NE 1/4 SE 1/4 and one for \$ 700.00 on the N.E. 1/4 NW 1/4 of said Section, Township and Range and dated of even date herewith.

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 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 parties shall be entitled to the immediate possession of the premises and all the rents and profits thereof. *parties of the first part hereby agree that in event action is brought to foreclose this mortgage they will pay a reasonable attorney's fee of twenty-five and no/100 dollars which this mortgage also recites.*

Said 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 twenty-first day of August A.D. 1908.

State of Oklahoma)
County of Tulsa) SS

Robert K Shipman

Lino Shipman

Before me, F.M. Sutton a Notary Public in and for said County and State on this 21st day of August 1908 personally appeared Robert K Shipman and Lino Shipman, husband and wife, 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. My commission expires March 16, 1911

Filed for record Aug 24 1908 at 10:20 A.M. H.C. Walkley
Rec of deeds (SEAL)

F.M. Sutton

Notary Public