

## COMPARED

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

KNOW ALL MEN BY THESE PRESENTS : That <sup>o</sup>Vina Edwards nee Williams and N.B. Edwards, wife and husband, of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Murrell & Spicknall a copartnership composed of William D Murrell and William R Spicknall of <sup>Kansas</sup>~~Kansas~~ City, Mo/ parties of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit :-

The North half ~~xxxxxx~~ of the southeast quarter ( N 1/2 Se 1/4 ) of Section Thirty-two (32) of Township Seventeen (17) north and of Range Thir teen (13) east of the Indian Base and Meridian and containing eighty acres of land, more or less, according to the government survey . with all <sup>of</sup> the 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 Twenty and No/100 Dollars with interest thereon at the rate of Ten per cent per annum , payable semi-annually from maturity according to the terms of one certain promissory note described as follows, to-wit :-

One note given <sup>by</sup> first parties hereto of even date herewith and due September 1st 1909 for One Hundred Twenty and No/100 Dollars and payable at the Commercial National Bank of Kansas City, Kansas , with exchange on New York, said note being given in favor of and payable to the order of second parties hereto .

This mortgage is given subject and is inferior, to a certain mortgage for \$ 1000.00 and interest , given by said first parties to second parties hereto and dated August 24th 1903 .

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, on in case of the breach of any covenant herein<sup>or</sup> or in the first mortgage above referred to, <sup>contained</sup> 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 .

Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage they will pay a reasonable attorney's fee of Forty & No/100ths Dollars, which this mortgage <sup>also</sup> ~~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 24th day of August A.D. 1908.

Nina Edwards nee Williams  
N.B. Edward