

Witness my hand and seal as such Notary Public the day and year last above mentioned .

SEAL.

A.C.Morton

Notary Public

Filed for record Sep 11 1908 at 10:35 A.M. H.C.Walkley Reg of Deeds (SEAL)

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

Know all men by these presents, That Carroll O Franks and M.L. Franks husband and wife of Rogers 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 parties of the second part, the following described real estate and premises situated in Tulsa County State of Oklahoma, to-wit :-

Lot number Four (4) of Section Number One (I) of Township Number Twenty (20) North and Range number Thirteen (13) east of the Indian Base & Meridian and containing 39.58 acres more or less according to the Government survey thereof 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 Ninety & No/100 Dollars with interest thereon at the rate of ten per cent per annum payable annually from maturity according to the terms of one certain promissory note described as follows, to wit :-

One note for Ninety Dollars given by Carroll O Franks and M.L. Franks to Murrell & Spicknall and due September 1st 1909 and drawing 10 % interest per annum after due and payable at Commercial National Bank, Kansas City Kansas, with exchange on New York .

This mortgage is given subject and is inferior to a certain mortgage for \$ 450.00 and interest, given by said first parties to second parties hereto and dated September 3rd 1908 .

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 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 .

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 Twenty five No/100 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 third day of September A.D.1908 .

Carroll O Franks

M.L. Franks