

thereon and appurtenances thereto belonging and warrant the title to the same .

This mortgage is given to secure the principal sum of Three Hundred twenty and No/100ths Dollars with interest thereon at the rate of ten ( ) 10 Per cent per annum, payable annually from maturity according to the terms of one certain promissory note described as follows, to-wit :-

One installment note for \$ 320.00 dated September 25th 1908 and payable in five installments as follows : to-wit : October 1st 1909, \$ 64.00 October 1st 1910 \$ 64.00 October 1st 1911 \$ 64.00 October 1st 1912 \$ 64.00 and October 1st 1913 \$64.00 all of which installments draw interest at the rate of 10 % per annum after due and said note being signed by Albert G Maxfield and Mary Jane Maxfield and payable to Murrell & Spicknall at Kansas City, at the Commercial National Bank .

This mortgage is given subject and is inferior, to a certain mortgage for \$ 1600.00 and interest, given by said first parties to Murrell & Spicknall and dated September 25th 1908 190 .

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, on 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 Fifty and No/100 Dollars, which this mortgage also secures .

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

Dated this twenty fifth day of September A.D. 1908 .

State of Oklahoma ) SS  
County of Tulsa , )

Albert G Maxfield

Mary Jane Maxfield

Before me, F.M. Sutton a Notary Public in and for said County and State on this Twenty-fifth day of September 1908 personally appeared Albert G Maxfield and Mary Jane Maxfield, 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

F.M. Sutton

Notary Public

Filed for record Sep 25 1908 at 9:55 A.M. H.C. Walkley Reg of Deeds ) ( SEAL)