

SECOND MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That William L. Smith, and Bessie M. Smith, husband and wife, of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to The Athinson, Warren & Henley Co., a corporation, of Oklahoma, County, Oklahoma, party 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/4 of SE/4) of Section Thirty (30) and the South Half of the Southwest Quarter of the Northeast Quarter (S/2 of SW/4 of NE/4) of Section Twenty - nine (29) Township Twenty-one (21) North, Range Fourteen (14) East of the Indian Meridian, with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This mortgage is given as security for the payment of two promissory notes, dated the 28th day of November, 1908, executed and delivered by William L. Smith and Bessie M. Smith, husband and wife, and payable to the order of said mortgagees with interest thereon after date, at the rate of eight per cent per annum, which notes mature as follows: \$25.00 Nov. 28th, 1909: \$25.00 Nov. 28th, 1910. This lien hereby created is subject to a mortgage for \$500.00 and interest, executed to the Travellers Insurance Company, Hartford, Conn., dated November, 28th, 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 becomes 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 contained, 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 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 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 28th, day of November A. D., 1908.

William L. Smith

Bessie M. Smith.

STATE OF OKLAHOMA, COUNTY OF TULSA.) SS.

Before me, E. A. Lilly, a Notary Public in and for said County and State, on this 5th, day of December, 1908, personally appeared William L. Smith and Bessie M. Smith, 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 above set forth.

E. A. Lilly, Notary Public.

(SEAL) My commission expires Sept. 21, 1912.

Filed for record Dec. 5, 1908, at 4.15 P. M.

H. C. Walkley, Register of Deeds (SEAL)