

SECOND MORTGAGE ON REAL ESTATE.

KNOW ALL MEN BY THESE PRESENTS:

That George W. England and Bessie Engalnd, husband and wife, of Tulsa C^y unty, State of Oklahoma, party of the first part, to secure the payment of Eighty Dollars, and the interest thereon, and other sums hereinafter mentioned, as the same fall due, hereby mortgage to The Crewson Loan and Investment Company, of Tulsa, Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to wit:

The South One-half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) and the East one-half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$), and the Southwest Ten (10) acres of Lot One (1) in Section Six (6), Township Twenty (20) Range Thirteen (13) East, and the Southeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Thirty-six (36), Twp. (21) Range (12) East of the Indian Meridian, and warrant the title to the same; this mortgage being subject, however, to a prior mortgage of the same date between the same parties for a principal sum of Four Hundred Dollars.

The said sum secured hereby is evidenced by two certain promissory notes of even date herewith, executed by the said party of the first part, and payable to the order of the party of the second part in two installments. Now, if the party of the first part shall fail to pay any installment, of the note secured hereby when the same shall become due, or shall fail in any of the terms and conditions of said prior bond or mortgage or said installment note, the whole sum secured hereby shall forthwith become due and payable, at the option of the holder hereof, who may immediately proceed to foreclose this mortgage, and in case of such foreclosure, and as often as any other proceedings may be had, the party of the first agrees to pay an attorney's fee of \$50.00 for the service of Plaintiff's attorney, which shall be due upon the filing of the petition in any such action, and the same shall be a lien upon said land, secured hereby, and shall be included in the judgement of foreclosure; or taxed as cost therein at the option of the holder hereof, and upon sale under and such foreclosure, the party of the first part hereby expressly waives appraisalment of said premises and agrees that the same may be sold with or without appraisalment at the option of the party of the second part; and the party of the first part expressly agrees to pay any and all sums necessary to protect the title of said premises/ or to keep the same from other liens of whatever nature, including attorneys fees in all action attacking ^{such} title, or the validity of this mortgage; and if said prior mortgage be assigned in trust, or otherwise, to another than second party, then any part of principal or interest secured hereby, and taken up, held or owned by said second party, and by any other sum paid as authorized, shall be a further lien upon said land, and be secured hereby, and may be included in any judgement or decree entered thereon; and all sums secured hereby, including the installments of said note, shall draw interest at the rate of ten per centum per annum from date until paid, as provided in said installment note.

And it is hereby agreed that the consideration of the note secured hereby is evidenced by two certain promissory notes of even date herewith, for Forty Dollars each, payable respectfully on the First day of December, 1909 and 1910.

Signed and delivered this first day of December, 1908.

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| In presence of: | George W. England |
| Lucy Carter, Cecilia Dietrich | Bessie England |
| STATE OF OKLAHOMA, | } SS: |
| TULSA COUNTY. | |

Before me, C. W. Grimes, a Notary Public in and for said County and State, on this 5 th,