

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
Henry Hornecker
Notary Public.

My Commission expires Aug. 2, 1910

File for record Oct. 19, 1908 at 9:45 o'clock a m

H. C. Walkley Reg. of deeds (Seal.)

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

KNOW ALL MEN BY THESE PRESENTS, That W. M. Nance and Alice M. Nance, husband and wife of Tulsa 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 of 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 northeast quarter (NE 1/4) of Section Thirteen (13) of Township Sixteen (16) north and of Range Thirteen (13) east of the Indian Base and Meridian, containing 160 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 Six hundred eighty and no/100 Dollars with interest thereon at the rate of ten per cent per annum, payable annually from date hereof according to the terms of one certain promissory note described as follows, to-wit;

One note of even date herewith signed by first parties hereto and in favor of second parties hereto for the sum of Six hundred eighty Dollars with interest thereon at the rate of ten per centum per annum from date thereof and payable at the Commercial National Bank of Kansas City, Kansas with exchange on New York, on November 1st 1909.

This mortgage is given subject, and is inferior, to a certain mortgage for \$1200.00 and interest, given by said first parties to Murrell & Spicknall and dated October 17th 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 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 in the case of any 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 Seventy five and no/100 Dollars, which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefit of the homestead, exemption and stays laws of