

This mortgage is given to secure the principal sum of Two Hundred sixty-two and 50/100 Dollars with interest thereon at the rate of ten per cent per annum, payable semi annually from maturity according to the terms of one certain promissory note described as follows, to-wit: One certain negotiable promissory note executed by first parties hereto for Two hundred sixty-two and 50/100 Dollars bearing date the 16th day of November, 1908 with interest at ten per cent per annum from maturity, to Murrell and Spicknall and payable at the Commercial National Bank, of Kansas City, Kansas, on the first day of November 1909.

This mortgage is given subject, and is inferior, to a certain mortgage for \$2500.00 and interest given by said first parties to said Second parties and dated November 16th 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 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 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 Oklahoma.

Dated this 16th day of November A. D. 1908 .

Arthur R. Perryman

Daisy G. Perryman

STATE OF OKLAHOMA, (SS.
County of Tulsa (

Before me F. M. Sutton a Notary Public in and for said County and State on this 16th day of November 1908 personally appeared Arthur R. Perryman, and Daisy G. Perryman, 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.

(SEAL) Witness my hand and official seal the day and year last above written.

F. M. Sutton

Notary Public.

My commission expires March 16th, 1911.

(Seal)

Filed for record in my office on Nov. 17, 1908 at 9:35 o'clock p.m. , H. C. Walkley Register of Deeds.

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