

hands, this 26th, day of October, A. D. 1908.

George E. Stevenson

Edna E Stevenson.

STATE OF OKLAHOMA

ROGERS COUNTY.

(
) SS.
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Before me, a Notary Public in and for Said County and State, on this 26th, day of October, 1908, personally appeared George E. Stevenson and Edna E. Stevenson, his 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.

George L. Hicks, Notary Public

(SEAL) My commission expires June 5th, 1911.

Filed for record Nov. 5, 1908, at 9.50 A. M.

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

COMPARED

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That Naoma Posey, nee Williams and Thomas U. Posey, her husband, of Bixby, Tulsa County Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Silas W. Ferguson, of New York, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to wit:

All of the South One-Half ($\frac{1}{2}$) of the South East One Fourth ($\frac{1}{4}$) of Section Twenty Five (25) Township Seventeen (17) North and Range Thirteen (13) East of the Indian Base and Meridian containing eighty (80) acres, more or less, according to the U. S. Government Survey. With all the improvements thereon and the appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Sixty Seven and 50/100 Dollars, with interest thereon at the rate of Eight per cent per annum, payable annually from date, according to the terms of one certain promissory note described as follows, to wit:

One Note dated October 29th, 1908, due one year after date and payable to the order of Silas W. Ferguson of New York.

This mortgage is given subject, and is inferior to, a certain mortgage for \$500.00 and interest, given by said first parties to Silas W. Ferguson of New York and Dated October 29th 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 if 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 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 attorneys fee of Twenty Five Dollars, which