

free and voluntary act and deed, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year last above written.

C. F. Collins, Notary Public.

(SEAL) My commission expires Oct. 8th, 1910.

Filed for record at Tulsa, Okla., Feb., 8, 1909, at 8 A. M.

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

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COMPARED

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That Mary V. Rogers & C. H. Rogers, of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to John Barrett, of Tulsa, Okla., party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The North Half of the Southwest Quarter of the Northeast Quarter (N2 SW4 NE4) and the South West Quarter of the Southeast Quarter of the Northeast Quarter (SW4 SE4 NE4) all of Section Eleven (11) Township Twenty Two (22) and Range Twelve (12) East, Tulsa County, Okla. with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same.

This mortgage is given to secure the principal sum of Two Hundred Twenty Five Dollars, with interest thereon at the rate of eight per cent per annum, payable annually from December 2nd, 1908, according to the terms of one certain promissory note, described as follows, to wit:

One note dated December 2nd, 1908 and due February 15, 1909, given to C. H. Rogers by E. Lynch and W. Lynch for Two Hundred twenty Five Dollars, which said note mortgagors heres have this day sold to mortgagee hereof & guaranteed payment of same, waiving protest & notice of payment of same when due.

This mortgage is given subject, and is inferior to a certain mortgage for \$306.00 and interest, given by said first parties, to Oklahoma Banking Co. of Skiatook Ok. and dated April 4th 1908. 190....

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 of the first mortgage above referred to or the taxes, insurance premiums, or in case of the breach of any covenant herein, or ^{or} ~~is~~ 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 attorney's fee of fifty no/100 Dollars, which this mortgage also secures.

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

For value received, I acknowledge satisfaction and payment in full of the within mortgage and same is hereby released.

Signed and acknowledged before me, *John Barrett*, Register of Deeds, *Feb 11 1909*