

COMBINED
SECOND MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That Samuel Owen, and Mary Owen, husband and wife, of Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to The Atkinson-Warren & Henley Co., a corporation of Oklahoma County, Oklahoma, party of the second part, the following real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The South Half of the Northwest Quarter (S/2 NW/4) and the North Half of the Southwest Quarter (N/2 SW/4) of Section Two (2), Township Seventeen (17) North, Range Thirteen (13) East of the Indian Meridian, with all of the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given as security for the payment of one promissory note, dated the 3rd, day of March 1909, executed and delivered by Samuel Owen and Mary Owen, husband and wife, and payable to the order of the said mortgagee, with interest thereon after date at the rate of ten per cent per annum, which note matures, as follows:

December 1, 1911, and is for \$500.00, with three interest coupons, ^{notes} attached, the first for \$37.22 due Dec. 1, 1909 and two notes for \$50.00 each, due Dec. 1, 1910, 1911, which coupon notes bear ten per cent interest after maturity.

This lien hereby created is subject to a mortgage for \$2200.00 and interest, executed to The Travelers Insurance Company, Hartford Conn., Dated March 3rd, 1909.

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 on the first mortgage above referred to, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, 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 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 Dollars, which this mortgage also secures.

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

Dated this 3rd, day of March, A. D., 1909.

Samuel Owen

Mary Owen.

STATE OF OKLAHOMA,)
COUNTY OF TULSA.) SS.

Before me, E. A. Lilly, a Notary Public in and for said County and State, on this 3rd, day of March, 1909, personally appeared Samuel Owen and Mary Owen, husband and wife, to me known to be the identical person 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. Witness my hand and official seal, the day and year above set forth.

E. A. Lilly, Notary Public.

(SEAL) My commission expires Sept. 21, 1912.

Filed for record at Tulsa, Okla. Mar. 12, 1909, at 8.40 o'clock A. M.
H. C. Walkley, Register of Deeds (SEAL)