

West line of said lot for a distance of Fifty (50) feet to the place of beginning, together with all the improvements and appurtenances on or belonging to any and all of the real estate above described and warrant the title to the same.

This mortgage is given to secure the principal sum of Four Thousand Five Hundred Dollars (\$4500.00) with interest thereon at the rate of ten per centum per annum, payable annually from October 31st, 1908, according to the terms of a certain promissory note described as follows, to-wit: One note given by the said first parties hereto to one Harry Stoops in the sum of seven Thousand Five Hundred Dollars, dated October 31st, 1908, due October 31st 1909, drawing interest at the rate of ten per centum per annum from date thereof and payable at the Bank of Commerce, Tulsa, Okla., and upon which said note there was a credit endorsed as of date November 4th, 1908, the sum of Three Thousand Dollars, and which said note, in consideration of the execution of this mortgage is extended to September 1st, 1910 said note having been assigned by said Harry J. Stoops to the second party hereto.

This mortgage is given subject, and is inferior to a certain mortgage for \$2500.00 and a second mortgage for \$262.50 given by the first parties hereto to Murrell & Spicknall of Kansas City, Missouri, upon the land above described as being in Sections 3 and 4 of Township 17, Range 14 Wagoner County, Oklahoma and in Sections 33 and 34 of Township 18, Range 14 of Tulsa County, Oklahoma; and also subject to a certain first and second mortgage given by the first parties hereto to F. M. Sutton in the sum of \$1250.00 and \$164.38 upon the portion of Lot 4 Block 172 of the City of Tulsa above described; and also subject to a first and second mortgage given by the parties hereto to F. M. Sutton in the sum of \$1250.00 and \$125.00 upon the portion of Lot 5 Block 172 of the City of Tulsa above described.

PROVIDED ALWAYS, that this instrument is made, executed and delivered upon the following conditions, to-wit: That the said first parties hereby covenant and agree to pay all taxes and assessments of said land and real estate 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 agreed by and between the parties hereto that if any default be made in the payment of the principal or interest of this or any of the prior mortgages upon any part of the real estate as above described, or the taxes, insurance premiums, or in case of the breach of any of the covenants herein contained, or any of the ^{covenants or provisions} ~~covenants or conditions~~ of any of the prior mortgages upon the real estate as above ^{specified} ~~specified~~, the whole of the principal sum which this mortgage secures shall become immediately 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 first parties, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefits of the homestead exemption and stay laws of Oklahoma, and in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of Three Hundred Fifty Dollars (\$350.00) which this mortgage also secures.

Dated this 27th day of March A. D., 1909.

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 27th day of March, A. D., 1909, 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