

(SEAL)

C.W. Gillette, Notary Public.

My commission expires April 12, 1912.

Filed for record at Tulsa Nov. 30, 1909 at 2:30 O'clock P.M.

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

COMPARED

SECOND MORTGAGE ON REAL ESTATE.

KNOW ALL MEN BY THESE PRESENTS: That Elizabeth Baker and John H. Baker, wife and husband, of Rogers County, State of Oklahoma, party of the first part to secure the payment of Five Hundred and no/100 Dollars and the interest thereon, and other sums hereinafter mentioned, as the same shall due, hereby mortgage to U.H. Kirshner, party of the second part, the following real estate and premises situated in Tulsa County, State of Oklahoma, to-wit: All of the SE $\frac{1}{4}$ of Section Nine (9) Township Twenty One (21) North, Range Thirteen (13) East, excepting the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section Nine (9) Township Twenty one (21) North, Range Thirteen (13) East, and containing in all One Hundred and Fifty (150) acres, more or less, according to the Government survey thereof.

of the Indian Meridian, and warrant the title to same; this mortgage being subject however, to a prior mortgage of the same date between the same parties for a principal sum of Two Thousand and no/100 dollars,

The said sum secured hereby is evidenced by a certain promissory note of even date herewith, executed by the said party of the first part, and payable to the order of the party of the second part in two installments. Now if the party of the first part shall fail to pay any installment or the note secured hereby when the same shall become due, or shall fail in any or the terms and conditions of said prior bond or mortgage or said installment note, the whole sum secured hereby shall forthwith become due and payable, at the option of the holder hereof, who may immediately proceed to foreclose this mortgage, and in case of such foreclosure, and as often as any such proceeding may be had, the party of the first part agrees to pay an attorney's fee of \$50.00 for the service of Plaintiff's attorney which shall be due upon the filing of the petition in any such action, and the same shall be a lien in the judgment of foreclosure, or taxed as costs therein at the option of the holder hereof; and upon sale under any such foreclosure, the party of the first part hereby expressly waives appraisalment of said premises and agrees that the same may be sold with or without appraisalment at the option of the party of the second part; and the party of the first part expressly agrees to pay any and all sums necessary to protect the title of said premises, or to keep the same from other liens of whatever nature, including attorney's fees in all actions attacking such title, or the validity of this mortgage; and if said prior mortgage be assigned in trust, or otherwise, to another the second party, then any part of principal or interest secured thereby, and taken upon hold, or owned by said second party, and by any other sum paid, as authorized shall be a further lien upon said land, and be secured