

SECOND MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS.

That Amy Robards, a single woman over the age of eighteen years of age, of Tulsa County, Oklahoma, party of the first part, has mortgaged and hereby mortgage to the Atkinson, Warren & Henley CO., a corporation, of Oklahoma County, Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The South East Quarter of the North West Quarter (SE/4 of NW/4) and Lot Three (3) of Section Two (2), Township Twenty One (21) North, Range Thirteen (13) East of the Indian Meridian. With all the improvements thereon and appurtenances thereunto belonging and warrant the title to the same.

This mortgage is given as security for the payment of two promissory notes, dated the 21st, day of September 1909, executed and delivered by Amy Robards, a single woman, and payable to the order of said mortgagee, with interest thereon after date at the rate of Eight per cent per annum, which notes mature as follows: \$100.00 due January 1st, 1910 \$100.00 Due January 1st, 1911.

This lien hereby created is subject to a mortgage for \$1000.00 and interest, executed to The Travelers Insurance Company, Hartford Conn., dated Sept. 21, 1909.

PROVIDED, ALWAYS, that this instrument is made, executed and delivered upon the following conditions, to-wit: That first party hereby covenants and agrees to pay all taxes and assessments of said land when the same becomes 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 of the covenants herein contained, or 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 second party shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said party of the first part hereby agrees, that in the event action is brought to foreclose this mortgage, she will pay a reasonable attorney's fee of Twenty Five Dollars which this mortgage also secures.

Party of the first part, for said consideration, does hereby expressly waive appraisal of said real estate, and all benefit of the homestead, exemption and stay laws of Oklahoma.

Dated this 21st, day of September, A. D. 1909.

Amy Robards.

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

BEFORE ME, J. D. Ward, a Notary Public in and for said County and State, on this 22nd day of September 1909, personally appeared Amy Robards, a single woman, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her 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.

J. D. Ward, Notary Public.
(SEAL) My commission expires Nov. 25th/1912.

Filed for record at Tulsa, Okla., Sep. 25, 1909, at 3.40 o'clock P. M.
H. C. Walkley, Register of Deeds (SEAL)