

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

Before me, the undersigned, a Notary Public, in and for said County and State, on this 11th, day of October 1909, personally appeared Elizabeth Baker, and John H. Baker, her husband, 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 and deed, for the uses and purposes therein set forth.

George L. Hicks, Notary Public.

(SEAL) My commission expires June 5th, 1911.

Filed for record at Tulsa, Okla., Oct., 14, 1909, at 10 o'clock A. M.

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

SECOND MORTGAGE ON REAL ESTATE.

KNOW ALL MEN BY THESE PRESENTS:

That Elizabeth Baker and John H. Baker, her 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 fall due, hereby mortgage to A. M. Hassler, 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 South East Quarter and the North East Quarter of the North East Quarter of the South East Quarter and the South Half of the South East Quarter of Section Nine (9) Township Twenty One (21) North, Range Thirteen East (13) of the Indian Base and Meridian, Tulsa County, Oklahoma, according to the United Survey thereof. The West Half of the South East Quarter of Section Nine (9), Township Twenty One (21) North, Range 13 East of the Indian Base and Meridian, Tulsa County, Okla., of the Indian Meridian, and warrant the title to the same; this mortgage being subject however, to a prior mortgage of the same date, for a principal sum of Two Thousand and no/100 Dollars.

The sum hereby secured 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} ~~first~~ part in two installments. Now if the party of the first part shall fail to pay any installment of the note secured hereby when the same shall become due, or shall fail in any of 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 proceedings may be had, the party of the first part agrees to pay an attorney fee of \$50.00 for the services of plaintiffs attorney which shall be due upon the filing of the petition in any such action, and the same shall be a lien upon said land, secured hereby, and shall be included in the judgement of foreclosure, or taxed as costs therein at the option of the holder hereof; and upon sale in under any such foreclosure, the party of the first part hereby expressly waives appraisement of said premises and agrees that the same may be sold with or without appraisement 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 keep the same from other liens of whatever nature, including attorneys fees in all actions attacking such title, or the validity of this mortgage; and if said prior mortgage be assigned in