

the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

In witness whereof, I have hereunto subscribed my name and affixed my Notarial seal, at my office, in Tulsa, the day and date above written.

Orville S. Booth, Notary Public.

(Seal)

My commission expires February 23, 1912.

Filed for record at Tulsa, Okla. Mar. 5, 1910 at 4:05 o'clock P. M.

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

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SECOND MORTGAGE ON REAL ESTATE.

KNOW ALL MEN BY THESE PRESENTS:

That C. M. Miller and Olive Miller, husband and wife of Tulsa County, State of Oklahoma, party of the first part, to secure the payment of Three hundred Seventy Five Dollars, and the interest thereon and other sums hereinafter mentioned, as the same fall due, hereby mortgage to James O. Smith party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The South Thirt Five (35 ) acres of the Southeast Quarter of the Northeast Quarter of Section 34, Township 19, Range 13 East. of the Indian Meridian, and warrant the title to same; this mortgage being subject, however, to a prior mortgage of for a principal sum of Five hundred Twelve 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 One installments . Now, if the party of the first part shall fail to pay any installments 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 proceeding may be had, the party of the first part agrees to pay an attorney 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 upon said land, secured hereby, and shall be included in the judgment of foreclosure, or taxed as costs therein at the option of the holder hereof; and upon sale and 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 attorneys 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 than the second party, then any part of principal or interest secured thereby, and taken up, held, or owned, by said