

SECOND MORTGAGE.

THIS INDENTURE, Made this 15th day of April A.D. 1910 between Robert W. Wright and Anna S. Wright, his wife of Muskogee County, in the State of Oklahoma, of the first part, and The Walton Trust Company, of Butler Bates County, in the State of Missouri, of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two Hundred ten (\$210.00) dollars, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Convey unto said party of the Second part, its successors and assigns, all the following described Real Estate, situate in the County of Tulsa and State of Oklahoma, to-wit:

The South east quarter of section ine (9) in township nineteen (19) north or range fourteen (14) east of the Indian Base and Meridian, containing one hundred sixty (160) acres more or less. Subject to a mortgage of even date herewith given by the said parties of the first part to The Walton Trust Company ^{sure} ~~grantor~~ for the payment of one note for the sum of \$2000.00 which is a prior lien hereto.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever, the intention being to convey hereby an absolute title in fee simple including all rights of homestead, Provided, always, and these presents are upon this express conditions that whereas, said parties of the first part have this day executed and delivered one certain promissory note in writing to said party of the second part, of which the following is a copy:

\$210.00

Tulsa, Oklahoma, April 15th, 1910.

For Value Received, we promise to pay to the Walton Trust Company or order Two Hundred Ten (\$210.00) Dollars due and payable at the office of The Walton Trust Company, in Butler, Missouri, in seven (7) annual installments of \$30.00 each, the first payment falling due on the 15th day of April 1911 and a payment of like amount on the 15th day of April in each year thereafter until the whole of said note is paid. Each installment shall bear interest at the rate of eight per cent per annum from maturity until paid. If default ~~is~~ be made in the payment of either of said installments when due, then all of said installments remaining unpaid shall become due and payable at once.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns said sum of money in the above described note, mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall, and by these presents, become due and payable and said party of the second part shall be entitled to the possession of said premises. If this Mortgage has to be foreclosed by suit in court, the Grantors hereto agree to pay ten per cent of the Principle sum of the note herein described as attorney's fee for such Foreclosure suit.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Robert W. Wright (seal)

Anna S. Wright (seal)

Signed, sealed and delivered in the presence of.