

Witness my hand and official seal the day and date above written.

(seal)

B. W. Alberty, County Judge of Adair County, Okla.

Filed for record at Tulsa, Okla., Jul 9, 1910, at 1 o'clock P.M.

H.C. Walkley, Register of deeds (seal)

SECOND REAL ESTATE MORTGAGE.

COMPARED

KNOW ALL MEN BY THESE PRESENTS:

That J. H. Melton of Tulsa, County, State of Oklahoma, party of the first part, to secure the payment of Two hundred and forty nine & 70/100 dollars, and the interest thereon and other sums hereinafter mentioned as the same shall fall due, hereby mortgage to Minnetonka Lumber Co., second part, the following described real estate and premises situate in Tulsa County, State of Oklahoma, to-wit: Lot (3) Three Block (31) Thirty-one Owens Addition to City of Tulsa, Okla.----- 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-----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 six monthly 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 proceeding may be had, the party of the first part agrees to pay an attorneys fee of \$50.00 for its 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 under any such foreclosure, the party of the first part hereby expressly waives appraisal of said premises and agrees that the same may be sold with or without appraisal 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, <sup>held</sup> 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 hereby, and may be included in any judgment or decree entered hereon; and all sums secured hereby including the installments of said note, shall draw interest at the rate of 10 per centum per annum from date until paid, as provided in said installment note.

And it is hereby agreed that the consideration of the note secured hereby is Two Hundred and forty nine & 70/100 dollars.

Signed and delivered this 29th day of June, 1910.

in presence of

J. H. Melton

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State of Oklahoma, Tulsa, County SS: Before me B. F. Pettus, a Notary Public in and