

COMPARED

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That Willis E. Privett, a single and unmarried man of Tulsa County, State of Oklahoma, party of the first part, to secure the payment of One hundred and forty four (\$144.00) Dollars, and the interest thereon, and other sums hereinafter mentioned, as the same fall due, hereby mortgage to The Crewson Loan and Investment Company, of Tulsa, Okla. party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit: The Southeast quarter (1/4) of Section Seven (7) Township Seventeen (17) North, range Thirteen (13) East 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 Eighteen hundred (\$1800.00) dollars.

The said sum secured hereby is evidenced by 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 installment of the note secured 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, 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 whatsoever 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 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 installment of said note shall draw interest at the rate of ten per centum per annum from the date until paid if not paid when due as provided in said installment note.

And it is hereby agreed that the consideration of the note secured hereby is for a loan of money,

Signed and delivered this 12th day of May 1910.

In presence of

Willis E. Privett,

State of Oklahoma, Tulsa County, SS.

Before me C.W. Grimes, a Notary Public in and for said county