

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Ethel L. Unholtz and B. M. Unholtz, wife and husband of the first part, have mortgaged and hereby mortgage to F. M. Sutton of Tulsa, Okla. County, Oklahoma, part in

part 4 of the second part, the following described real estate and promises situated in Tulsa County, State of Oklahoma, to-wit:

All that part of lot number three (3) of block one hundred forty six (146) of the City of Tulsa, also being to the official plat thereof described as follows, to-wit: Commencing at the northeast corner of said lot 3 and running thence in a southeasterly direction along the east line of said lot for a distance of 50 feet, thence in a southwesterly direction and parallel to the north line of said lot for a distance of 140 feet, thence in a northwesterly direction along the west line of said lot for a distance of 50 feet, and thence in a northeasterly direction along the north line of said lot for a distance of 140 feet to the place of beginning, being that portion of said lot 3, block 146 commonly known as the north half (of north fifty feet) of lot 3, block 146 of the City of Tulsa aforesaid.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me Oct 15, 1910

E. M. Walker Register of Deeds.

with all of the improvements thereon and appurtenances thereto belonging and warrant the title to the same.

This mortgage is given to secure the principal sum of Two hundred fifty Dollars, with interest thereon at the rate of eight per cent per annum, payable semi annually from September 30th 1909 according to the terms of one certain promissory note described as follows, to-wit:

One note given by first parties hereto to second party hereto in the sum of two hundred fifty Dollars, dated September 30th 1909, due September 30th 1910, drawing interest at the rate of eight per centum per annum payable semi annually from the date thereof.

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 1000.00 and interest, given by said first parties to F. M. Sutton and dated September 30th 1909.

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby covenant and agree to pay all taxes and assessments of said land when the same become due, and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal or interest of this or the first mortgage above referred to, or the taxes, insurance premiums, or in case of the breach of any covenant herein, or in the first mortgage above referred to, contained, the whole of said principal sum with interest shall be due and payable, and this mortgage may be foreclosed and said second party shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of Twenty five Dollars, which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefit of the homestead, exemption and stay laws of Oklahoma.

Dated this thirtieth day of September A. D. 1909

Ethel L. Unholtz
B. M. Unholtz

State of Oklahoma,
County of Tulsa

Before me Wanda Graves a Notary Public in and for said County and State, on this thirtieth day of September 1909, personally appeared Ethel L. Unholtz and B. M. Unholtz, wife and 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.

Witness my hand and official seal the day and year last above written.

My commission expires Nov. 28, 1911 (Seal) Wanda Graves Notary Public.

Filed for Record the 30 day of Sep A. D. 1909, at 4:25 o'clock P M., and Recorded the 30 day of Sept A. D. 1909.

By E. M. Walker Deputy. Register of Deeds.