

Form 4  
COMPARED

DUNSEY Printing Company, Dallas, Texas—1897

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Maggie D. McKinn and her husband W. A. McKinn of the first part, ha W. A. McKinn mortgaged and hereby mortgage to W. A. McKinn of Tulsa County, Oklahoma, part

part 2 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of that portion of the south half (S. 2) of the southwest quarter (Q. 4) of Sec. 12, T. 27 N. and Range 14 E. lying and situate on the south side of the Midland Valley R. R. has right of way crossing said tract, containing 4.9 acres, more or less.

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 Sixty five hundred (\$65.00) Dollars, with interest thereon at the rate of ten per cent per annum, payable annually from maturity according to the terms of two certain promissory note described as follows, to-wit:

One (1) note for \$32.50 due Aug 1st, 1911.

One (1) note for \$32.50 due Aug 1st, 1912.

This mortgage is given subject, and is inferior to a certain mortgage for \$ 600.00 and interest, given by said first part W. A. McKinn to W. A. McKinn and dated 6th Aug 1910.

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part W. A. McKinn 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 part they shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part W. A. McKinn 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 fifty (\$50.00) Dollars, which this mortgage also secures.

Part W. A. McKinn of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws of Oklahoma.

Dated this 6th day of August A. D. 1910.

Maggie D. McKinn.  
W. A. McKinn.

State of Oklahoma, ss.

County of Tulsa, J. F. Pautler a Notary Public in and for said County and State, on this 6th day of Aug 1910, personally appeared Maggie D. McKinn and W. A. McKinn, her 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 June 14-1914 Seal J. F. Pautler Notary Public.

Filed for Record the 8 day of Sept A. D. 1910, at 8<sup>15</sup> o'clock AM, and Recorded the 8 day of Sept A. D. 1910.

By Seal Deputy. H. E. Wadley Register of Deeds.