

12-11-59

Smith
(Howard
Drails)

COMPARED

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Spire M. Berry (unmarried) of Tulsa County, Oklahoma, part 4 of the first part, has mortgaged and hereby mortgage to F. M. Sutton of Tulsa County, Oklahoma, part 4 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The Southeast quarter of the Southeast quarter (S.E. 1/4 S.E. 1/4 and the East Half of the Southwest quarter of the Southeast quarter (E. 1/2 S.W. 1/4 S.E. 1/4) all in Section Thirty three (33), Township Nineteen (19) North and Range Twelve (12) East of the Indian Base and Meridian.

For value received, I, F. M. Sutton, Register of Deeds, do hereby certify that the foregoing is a true and correct copy of the original as the same is on file in my office.

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 Fifty and no/100ths Dollars, with interest thereon at the rate of ten per cent per annum, payable semi annually from maturity according to the terms of one certain promissory note described as follows, to-wit:

One note given by said first party, hereto, to the said second party, hereto in the sum of Fifty and no/100ths Dollars, dated October 20th, 1910 due November 1st, 1911 drawing interest at the rate of ten per cent per annum from maturity thereof and payable at the office of F. M. Sutton, Tulsa Okla with N.Y. exchange

This mortgage is given subject, and is inferior, to a certain mortgage for \$500.00 and interest, given by said first party to F. M. Sutton and dated October 20th, 1910

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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 party of the first part hereby agree, that in the event action is brought to foreclose this mortgage, he will pay a reasonable attorney's fee of Fifty and no/100ths Dollars, which this mortgage also secures.

Part 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 20th day of October A. D. 1912

Spire M. Berry

State of Oklahoma, ss.
County of Tulsa

Before me, J. O. Byrd Jr. a Notary Public in and for said County and State, on this 20th day of October 1912, personally appeared Spire M. Berry (unmarried) and

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his 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 27-1913 J. O. Byrd Jr. Notary Public.

Filed for Record the 20 day of Oct A. D. 1912, at 4:40 o'clock P. M., and Recorded the 20 day of Oct A. D. 1912

By W. H. Wacker Deputy.

Register of Deeds.