

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Theodore Gamble & Oran M. Gamble, his wife of Tulsa County, Oklahoma, part ies of the first part, ha ve mortgaged and hereby mortgage to Frank U. Maddock of Tulsa County, Oklahoma part of of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot numbered one (1) and two (2) in block twelve (12) in the Cherokee Heights addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof

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 Four Hundred Dollars, with interest thereon at the rate of nine per cent per annum, payable semi annually from date according to the terms of one certain promissory note described as follows, to-wit:

\$400 - one year after date to Frank U. Maddock 9%  
payable semi annually

This mortgage is given subject, and is inferior, to a certain mortgage for \$\_\_\_\_\_ and interest, given by said first part to \_\_\_\_\_ and dated \_\_\_\_\_ 190\_\_\_\_.

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

Said part ies 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 \_\_\_\_\_ Dollars, which this mortgage also secures.

Part ies of the first part, for said consideration, do \_\_\_\_\_ hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws of Oklahoma.

Dated this 23d day of January A. D. 1914.

Theodore Gamble  
Oran M Gamble

State of Oklahoma,

County of Tulsa ss.  
Before me, Lucile Chastain a Notary Public in and for said County and State, on this 23d day of January 1914, personally appeared Theodore Gamble and Oran M Gamble his wife to me known to be the identical person 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 Jan 13, 1914 (seal) Lucile Chastain Notary Public.

Filed for Record the 10 day of June A.D. 1914, at 25 o'clock P.M., and Recorded the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_.

By \_\_\_\_\_ Deputy. (seal) H B Mackley Register of Deeds.