

# 32926

COMPARED

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Aaron Hagaman and Gemima Hagaman his wife of Tulsa County, Oklahoma, part of the first part, have mortgaged and hereby mortgage to Farmers & Merchants State Bank a Corporation of Bixby Oklahoma part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The South East quarter of the North East quarter of Section ten (10) Township sixteen north and Range thirteen East of the S.M.

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 Five Hundred Dollars, with interest thereon at the rate of 10 per cent per annum, payable annually from maturity according to the terms of one certain promissory note described as follows, to-wit:

One note Dated at Bixby Okla on the 28th day of June 1911. Due 90 days after date with 10% Int. from maturity

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 500.00 and interest, given by said first parties to J.M. Westers and dated in June 1911

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 fifty Dollars, which this mortgage also secures.

Parties 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 29th day of June A. D. 1911

Aaron Hagaman  
Gemima Hagaman

State of Oklahoma,

ss.

County of Tulsa

Before me, Henry Hornecker a Notary Public in and for said County and State, on this 1st day of July 1911 personally appeared Aaron Hagaman and Gemima Hagaman Husband and wife 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.

(Seal)

My commission expires July 28-1914

Henry Hornecker  
Notary Public.

Filed for Record the 17 day of July A.D. 1911, at 8 o'clock a.m., and Recorded the 10 day of July A.D. 1911

By H.C. Walkley Deputy.  
(Seal)

Register of Deeds.