

COMPANED

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# 34122

DORSEY PRINTING COMPANY, DALLAS, TEXAS-1911

~~SECOND~~ REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Jula A. Burkhardt of Tulsa, Tulsa County, Oklahoma, part y of the first part, has mortgaged and hereby mortgage to H. J. Stephens of Braymer, Missouri part y of the second part, the following described real estate and premises situated in Tulsa, Tulsa County, State of Oklahoma, to-wit:

All of Lot three (3) in Block two (2) of the original plat of the City of Tulsa Tulsa County, State of Oklahoma.

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 Twelve hundred and fifty Dollars, with interest thereon at the rate of 8 per cent per annum, payable — annually from date of this mortgage according to the terms of one certain promissory note — described as follows, to-wit:

Dated Tulsa, Oklahoma, Sept. 7, 1911, eighteen months after date Jula A. Burkhardt promises to pay to H. J. Stephens the sum of twelve hundred and fifty dollars (\$1250.00) with interest at eight per cent, payable annually.

This mortgage is given subject, and is inferior, to a certain mortgage for — interest, given by said first part — and dated — 19—.

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 ~~first~~ mortgage ~~or~~ 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 — shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part — of the first part hereby agree and, that in the event action is brought to foreclose this mortgage, said <sup>first party</sup> — will pay a reasonable attorney's fee of Twenty Dollars, which this mortgage also secures.

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

Dated this 7th day of September A. D. 1911

Jula A. Burkhardt

State of Oklahoma,

County of Tulsa ss. Before me George E. Reeves a Notary Public in and for said County and State, on this 8th day of September 1911, personally appeared Jula A. Burkhardt and —

to me known to be the identical person — who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her 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 February 15, 1915

Geo. E. Reeves Notary Public.

Filed for Record the 8 day of Sep A. D. 1911, at 11 o'clock a. M., and Recorded the — day of — A. D. 19—

By (Seal) Deputy.

H. C. Walkley Register of Deeds.