

COMPARED

34884

MURSEY PRINTER COMPANY, DALLAS, TEXAS - 1917

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Charles S. Edwards and Margaret S. Edwards of the first part, hally mortgaged and hereby mortgage to W. R. Ritchie of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot thirteen (13) Block nine (9) in Lynch & Forsythe's 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 Two Hundred forty nine & no/100 Dollars, with interest thereon at the rate of 8 per cent per annum, payable annually from Oct 9" 1911 according to the terms of 1 certain promissory note described as follows, to-wit: \$249.00 Tulsa Okla Oct 9, 1911.

For value received, we promise to pay to the order of W. R. Ritchie Two Hundred forty nine & no/100 Dollars as follows, \$10.00 on Nov 1, 1911 and \$10.00 on the first of each month thereafter, until whole amount is paid with interest at 8% per annum from date, payable annually. If not paid at maturity we agree to pay all costs of collection.

This mortgage is given subject, and is inferior, to a certain mortgage for \$400.00 and interest, given by said first parties to Midland Savings & Loan Co., Denver, Colo. and dated Oct 2" 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 part g shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part us 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 us 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 9 day of Oct A. D. 1911

Charles S. Edwards
Margaret S. Edwards,

State of Oklahoma, ss.

County of Tulsa

Before me, Percy Collins a Notary Public in and for said County and State, on this 9" day of Oct 1911, personally appeared Charles S. Edwards and Margaret S. Edwards

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 12/19 / 1911

Percy Collins
Notary Public.

Filed for Record the 10 day of Oct A. D. 1911, at 4:30 o'clock p M., and Recorded the day of A. D. 19

By (Seal) Deputy.

H. E. Walkley,
Register of Deeds.