

# 35919

Form 4

DORSEY PRINTER COMPANY, DALLAS, TEXAS—1914

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Jacob R. Fortz & Lucinda Fortz  
 husband and wife of Tulsa County, Oklahoma, part 1st  
 of the first part, have mortgaged and hereby mortgage to T. M. Sutton  
 of Tulsa County  
 part 1st 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 Northeast quarter  
(8 1/4 N 8 1/4) of Section Thirty-one (31), Township  
Twenty (20) North and of Range Fourteen (14) east  
of the Indian Base and Meridian,

For value received, I acknowledge satisfaction and payment in full of the  
 within mortgage, and same is hereby released.

Signed and acknowledged before me Oct 25-1912

H. D. Walkley  
 Register of Deeds.

O. O. Smith Deputy

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

One note given by said first parties hereto to the said  
second party hereto in the sum of Sixty-four and no/100ths  
(\$ 64.00) Dollars, dated November, 7th, 1911, due November, 1st, 1912  
drawing interest at the rate of ten per cent per annum from  
maturity thereof and payable at the office of T. M. Sutton,  
in Tulsa, Oklahoma,

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 40.00 and interest, given by said first parties to  
said second party hereto and dated November, 7th 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 com-  
 mitted 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  
Seventy-five and no/100ths 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 7th day of November A. D. 1911

Jacob R. Fortz  
Lucinda Fortz

State of Oklahoma,

ss.

County of Tulsa

Before me, Spine Berry a Notary Public in and for said County and State, on this 7th  
 day of November 1911, personally appeared Jacob R. Fortz  
 and Lucinda Fortz, 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) Sept. 20th 1913  
 My commission expires

Spine Berry  
 Notary Public.

Filed for Record the 18 day of Nov A. D. 1911, at 5 o'clock P. M., and Recorded the 18 day of Nov A. D. 1911

By

Deputy.

(Seal)

H. D. Walkley  
 Register of Deeds.