

COMPARE

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36724

Smith 10-31-56
C. L. Campbell

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That H. S. Perkins and Annie Perkins of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to F. M. Sutton of Oklahoma part 4 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The southwest quarter of the southeast quarter (S.W. 1/4 S.E. 1/4) of Section Twenty-nine (29) of Township Nineteen (19) North and of Range Thirteen (13) 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 12/17-1911
H. C. Walkey
Register of Deeds.

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 and no/100 Dollars, with interest thereon at the rate of eight per cent per annum, payable annually from November 27th 1911 according to the terms of one certain promissory note described as follows, to-wit:

One note for \$200.00 of even date herewith payable to F. M. Sutton at his office in Tulsa, Oklahoma, and maturing on December 1st 1912 with interest thereon at the rate of eight per centum per annum from date thereof

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 1000.00 and interest, given by said first part to F. M. Sutton and dated November 27th 1911

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part do 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 4 shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part do 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 Dollars, which this mortgage also secures.

Part do 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 27th day of November 1911 A.D. 1911

The name of H. S. Perkins was signed to this document by me in his presence, and at his request
witnesses to make of H. S. Perkins
(3) A. H. Magginnis
(3) B. C. Comer

H. S. Perkins
Annie Perkins

State of Oklahoma,

County of Tulsa
Before me, Linda Campbell a Notary Public in and for said County and State, on this 27th day of November 1911, personally appeared H. S. Perkins and Annie Perkins, husband and 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.

(Seal) Linda Campbell
My commission expires March 22nd 1915 Notary Public.

Filed for Record the 18 day of Dec A.D. 1911, at 4 o'clock p. M. and Recorded the 18 day of Dec A.D. 1911

By (Seal) Deputy. H. C. Walkey Register of Deeds.