

#37204

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Sarah F. Glasgow and M. R. Glasgow, her husband, of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Earl Moppie of Tulsa, Oklahoma party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Seven (7) and Eight (8), in Block Twenty Three (23),
Owns Addition to the City of Tulsa, Oklahoma, according
to the official plat thereof.
Subject however to one real estate mortgage now on
said premises for One Thousand Dollars in favor
of E. M. Busler.

For value received, I acknowledge satisfaction and payment in full of the
 within mortgage, and same is hereby released.
 Signed and acknowledged before me Earl Moppie
Notary Public
Heckley
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 Three Hundred & 00/100 Dollars, with interest thereon at the rate of 10 per cent per annum, payable annually from 1912 according to the terms of one certain promissory note described as follows, to-wit:

Tulsa, Okla., Jan 22, 1912. Three months after date, we promise
to pay to the order of Earl Moppie the sum of Three Hundred Dollars.

This mortgage is given subject, and is inferior to a certain mortgage for 100 and interest, given by said first part to 190 and dated 190

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 ten 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 second day of January, A. D. 1912

Sarah F. Glasgow (Seal)
M. R. Glasgow (Seal)

State of Oklahoma, ss.
 County of Tulsa
 Before me George H. Howell, a Notary Public in and for said County and State, on this second day of January, 1912, personally appeared Sarah F. Glasgow and M. R. Glasgow, her husband, 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) George H. Howell, Notary Public.
 My commission expires August 31st, 1912.

Filed for Record the 5 day of Jan, A. D. 1912, at 10 o'clock A. M., and Recorded the 10 day of Jan, A. D. 1912.

By Heckley Deputy. (Seal) Heckley Register of Deeds.