

37254

COMPARED

DORSEY Printing Company, Dallas, Texas—4897

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Martin H. Tierney and Mary Tierney his wife of Tulsa County, Oklahoma, part 120 of the first part, ha 120 mortgaged and hereby mortgage to First Investment Company of Tulsa, Oklahoma part 4 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

South half of Lot Two (2) and the North half of Lot Three (3)
and the East 110 feet of the South half of Lot Three (3)
all being in Block One Hundred Seventy (170) City of
Tulsa, 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 Seven Hundred Twenty Dollars, with interest thereon at the rate of 12 per cent per annum, payable annually from maturity according to the terms of one certain promissory note described as follows, to-wit:

Dated January 5 1912 due six months after date, 1912
from maturity until paid due July 5 1912

This mortgage made subject to prior lien

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 100 and interest, given by said first part 120 and dated 190

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 120 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 120 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 Fifty Dollars, which this mortgage also secures.

Part 120 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 Fifth day of January A. D. 1912

Martin H. Tierney (seal)
Mary Tierney (seal)

State of Oklahoma,

County of Tulsa ss.

Before me, the undersigned a Notary Public in and for said County and State, on this 5th day of January 1912, personally appeared Martin H. Tierney and Mary Tierney his 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.

My commission expires May 22 1913 (Seal) O. F. Macon Notary Public.

Filed for Record the 8 day of Jan A. D. 1912, at 11 o'clock 9 M., and Recorded the 8 day of Jan A. D. 1912

By Deputy

(Seal) H. B. Walling Register of Deeds.