

# 37354

Form 4

DORSET PRINTING COMPANY, DALLAS, TEXAS - 1907

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Amos Brandenberger and Minnie Brandenberger of Tulsa County, Oklahoma, parties of the first part, half mortgaged and hereby mortgage to Chamsey A. Owen of Tulsa County, Oklahoma part 1/2 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The northerly fifty feet of lot five (5) in block two (2) in the town of North Tulsa, now a part of the 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 Six hundred \$600.00 Dollars, with interest thereon at the rate of 8 per cent per annum, payable semi annually from date according to the terms of 5 certain promissory notes described as follows, to-wit:

Each of seven date hereinto payable at the office of B.P. Connor Tulsa Oklahoma, respectively one year, eighteen months, two years, thirty months and three years for the sum of \$200.00 for the first note and \$100.00 for each of the other notes all drawing interest at the rate of 8% per annum.

This mortgage is given subject, and is inferior, to a certain mortgage for \$1000.00 and interest, given by said first parties to The Farming Investment Company and dated December 19 1911 and 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 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 Sixty (\$60.00) Dollars, which this mortgage also secures.

Part 1/2 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 10<sup>th</sup> day of January 1912.

Amos Brandenberger  
Minnie Brandenberger,

State of Oklahoma,

ss.

County of Tulsa

Before me, James Bowen a Notary Public in and for said County and State, on this 10<sup>th</sup> day of January 1912, personally appeared Amos Brandenberger and Minnie Brandenberger 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) James Bowen  
My commission expires Feb-10-1914

Notary Public.

Filed for Record the 11 day of Jan A.D. 1912, at 3<sup>10</sup> o'clock P.M., and Recorded the 11 day of Jan A.D. 1912.

By

Deputy.

(Seal)

H.C. Walker  
Register of Deeds.