

37438

COMPARED

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That George H. Mowbray and  
Mayme H. Mowbray his wife, of Tulsa County, Oklahoma, part les  
 of the first part, have mortgaged and hereby mortgage to Every 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:

All of Lots Four (4) and Five (5) Block Twenty  
(210) of the Original Town of Tulsa, according  
to the U. S. Government survey thereof

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 Eight Hundred Dollars,  
 with interest thereon at the rate of 10 per cent per annum, payable annually from maturity according to the terms  
 of one certain promissory note described as follows, to-wit:

Dated January 15-1912 \$800 due in Thirty  
days from date with interest at 10% from  
maturity

This mortgage is given subject, and is inferior, to a certain mortgage for \$4000 and interest, given by said first part to  
The Great Western Life Insurance Co and dated 2 1902

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part les 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 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  
Fifty 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 15th day of January A. D. 1912

George H. Mowbray  
Mayme H. Mowbray

State of Oklahoma, ss.

County of Tulsa  
 Before me, George H. Norvell a Notary Public in and for said County and State, on this fifteenth  
 day of January 1912, personally appeared George H. Mowbray  
 and Mayme H. Mowbray his wife  
 to me known to be the identical person s 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 August 31st 1912 (Seal) George H. Norvell Notary Public.

Filed for Record the 15th day of Jan A. D. 1912, at 4:55 o'clock P. M., and Recorded the 15th day of Jan A. D. 1912

By Seal Deputy.

H. B. Walkley Register of Deeds.