

#37545

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That J. M. Campbell and Lillie Campbell his wife of Tulsa Tulsa County, Oklahoma, part in of the first part, ha mortgaged and hereby mortgage to Avery Investment Company of Tulsa, Oklahoma part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twenty (20), Block seven (7),
West 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 Two Hundred Forty Dollars, with interest thereon at the rate of 10 per cent per annum, payable annually from Maturity according to the terms of certain promissory note described as follows, to-wit:

Date of January 16, 1912, sum of \$240 with interest
at 10% from maturity, due six months from date

This mortgage is given subject, and is inferior, to a certain mortgage for \$ and interest, given by said first part to and dated 19

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 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 Twenty 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 16th day of January A. D. 1912

J. M. Campbell
Lillie Campbell

State of Oklahoma,

County of Tulsa ss.

Before me, the Undersigned a Notary Public in and for said County and State, on this 16th day of January 1912, personally appeared M. Campbell and Lillie Campbell, his 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.

My commission expires 3/13/1913 (seal) Anna A. Seaton Notary Public.

Filed for Record the 18 day of Jun A. D. 1912, at 11:15 o'clock A. M., and Recorded the day of A. D. 19

By Deputy.

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J. E. WALKLEY
Register of Deeds.