

SECOND REAL ESTATE MORTGAGE.

37627

Form 4

KNOW ALL MEN BY THESE PRESENTS, That Mary Owen of Tulsa County, Oklahoma, part y of the first part, has mortgaged and hereby mortgage to R. C. Bassett of Tulsa, Oklahoma part y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot two (2) in Block eleven (11) in the original town of Bixby Oklahoma

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me June 6, 1914
T. C. Linn
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 One hundred Dollars, with interest thereon at the rate of 8 per cent per annum, payable date annually from date according to the terms of one certain promissory note described as follows, to-wit:

Dated January 20, 1912, payable on or before one year after date, signed by party of the first part, payable to party of second part or order

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 465.00 and interest, given by said first part to W. W. Fox and dated December 29 1911.

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part hereby covenants and agrees 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 of the first part hereby agree, that in the event action is brought to foreclose this mortgage, she will pay a reasonable attorney's fee of Twenty-five Dollars, which this mortgage also secures.

Part of the first part, for said consideration, does hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws of Oklahoma.

Dated this 20th day of January A. D. 1912.

Mary Owen

State of Oklahoma,

County of Tulsa ss.
Before me, Frank P. Whetzel a Notary Public in and for said County and State, on this 20th day of January 1912, personally appeared Mary Owen and

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her 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 4th 1914 (Seal) Frank P. Whetzel Notary Public.

Filed for Record the 20th day of Jan A. D. 1912, at 3 o'clock P. M., and Recorded the 20th day of Jan A. D. 1912.

By Deputy.

(Seal) H. W. Wackley Register of Deeds.