

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That W T Phillips & Maggie Phillips  
his wife of Tulsa County, Oklahoma, parties  
of the first part, have mortgaged and hereby mortgage to Avery Investment Company  
of Tulsa, Oklahoma  
part is of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twelve (12), Block twenty four (24)  
in Over Addition to the City of Tulsa,  
Oklahoma, according to the recorded  
amended plat 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 Three 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 23, 1912, in the sum of  
\$300 with interest at 10% from maturity until  
paid, due in ninety days from date.

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 900.00 and interest, given to First Nat Bank  
Savings & Loan Association of Nevada, Missouri

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part is 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 is shall be entitled to the immediate possession of the premises and all  
the rents and profits thereof.

Said part is 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 is 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 23d day of January A. D. 1912

W T Phillips  
Maggie Phillips

State of Oklahoma,

County of Tulsa ss.

Before me, I the undersigned a Notary Public in and for said County and State, on this 23d  
day of January 1912, personally appeared W T Phillips  
and Maggie Phillips, 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.

(Seal) Jan. 13, 1914  
My commission expires

Lucile Chastain  
Notary Public.

Filed for Record the 24 day of Jan A.D. 1912, at 3 o'clock P. M., and Recorded the 24 day of Jan A.D. 1912

By (Seal) Deputy.

H C Walkley  
Register of Deeds.