

# 377161

DORSEY PRINTING COMPANY, DALLAS, TEXAS

~~SECOND~~ REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Milton Foster and Muzzy Foster, of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to George West of Tulsa, Oklahoma part of of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot 22 in Block 3 in the North side addition to City of Tulsa Okla

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

con white assignee see Book 146 page 341

Signed and acknowledged before me

Sept 12/12  
Notary Public  
O. G. Massey  
Deputy

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 no Dollars, with interest thereon at the rate of no per cent per annum, payable no annually from according to the terms of twenty certain promissory notes described as follows, to-wit:

One note for the sum of ten dollars due Feb 1st 1912 without interest, and one note for the sum of ten dollars due on the first day of each month thereafter without interest, making twenty promissory notes in all and for the total sum of two hundred dollars.

This mortgage is given subject, and is inferior, to a certain mortgage for no and interest, given by said first part to no and dated no 19no

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part no hereby covenant and agree no 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 no 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 no, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of ten Dollars, which this mortgage also secures.

Parties of the first part, for said consideration, do no hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws of Oklahoma.

Dated this 24 day of January A. D. 1912

Milton Foster  
Muzzy Foster

State of Oklahoma, ss.  
County of Tulsa

Before me, Orville D. Booth a Notary Public in and for said County and State, on this 24th day of January 1912, personally appeared Milton Foster and Muzzy Foster, 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) Feb 22 1912  
My commission expires

Orville D. Booth  
Notary Public.

Filed for Record the 24 day of Jan A. D. 1912, at 330 o'clock PM, and Recorded the no day of no A. D. 19no

By (Seal) Deputy.

H. C. Walkey  
Register of Deeds.