

# 37801

COMPANY

DONALD F. HUBBARD COMPANY, DALLAS, TEXAS 40047

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Oscar T. McDaniel + Lydia McDaniel, his wife, of Tulsa County, Oklahoma, part ies of the first part, ha mortgaged and hereby mortgage to Avery Investment Company 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 Eight, Block Twenty-one (21), in the City of 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 One hundred twenty 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 25, 1912, for the sum of \$120. with interest at 10% from maturity due in six months from date.

This mortgage is given subject, and is inferior, to a certain mortgage for \$100.00 and interest, given by said first part to \_\_\_\_\_ and dated \_\_\_\_\_ 190.

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

Said part ies of the first part hereby agree to, 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 ies 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 25 day of January A. D. 1912 :

Oscar T. McDaniel  
Lydia McDaniel

State of Oklahoma,

ss.

County of Tulsa

Before me, The undersigned a Notary Public in and for said County and State, on this 25th day of January 1912, personally appeared Oscar T. McDaniel and Lydia McDaniel, his wife to me known to be the identical person ies 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) My commission expires Jan. 13/1914

Lucile Chastain  
Notary Public.

Filed for Record the 26 day of Jan A. D. 1912, at 10<sup>26</sup> o'clock a. M., and Recorded the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_\_.

By (Seal) Deputy.

H. C. Waller  
Register of Deeds.