

37846

*First*  
**SECOND REAL ESTATE MORTGAGE.**

KNOW ALL MEN BY THESE PRESENTS, That Robert M. Holt & Georgia A. Holt  
his wife of Tulsa County, Oklahoma, part is  
 of the first part, have mortgaged and hereby mortgage to  
Every Investment 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:

All of Lot Four (4) Block Four (4) together  
with all improvements thereon in Turkey  
Addition to 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 Two Hundred Dollars,  
 with interest thereon at the rate of 12 per cent per annum, payable annually from maturity according to the terms  
 of one certain promissory note described as follows, to-wit:

Dated January 26 - 1912 for the sum of \$200  
with interest at 12% from maturity due in  
nine months from date

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

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 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, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of  
Fifty Dollars, which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefit of the homestead, exemption and stay  
 laws of Oklahoma.

Dated this 26<sup>th</sup> day of January A. D. 1912

Robert M. Holt  
Georgia A. Holt

State of Oklahoma,

County of Tulsa ss.

Before me, the undersigned a Notary Public in and for said County and State, on this 26<sup>th</sup>  
 day of January 1912, personally appeared Robert M. Holt  
 and Georgia A. Holt, his wife  
 to me known to be the identical person s 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 July 27 - 1912 (Seal) M. L. Lynch Notary Public.

Filed for Record the 27 day of Jan A. D. 1912, at 8 o'clock P. M., and Recorded the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_

By \_\_\_\_\_ Deputy.

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