

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That N. A. Funk & Ada M. Funk, his wife
 of the first part, ha been mortgaged and hereby mortgage to Eugene L. Avery
 of Tulsa County, Oklahoma
 part of of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

East half of the Northwest quarter Section 32, Township 17
north, Range 14 east, containing 8.0 acres, more or less
according to the U. S. Government survey 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 One Hundred Fifty Dollars,
 with interest thereon at the rate of eight per cent per annum, payable annually from date according to the terms
 of one certain promissory note described as follows, to-wit:

Dated January 18-1912, for the sum of \$160.00 at 8% a
interest from date, due in one year from date

This mortgage is given subject, and is inferior, to a certain mortgage for \$160.00 and interest, given by said first parties to
Avery Investment Company and dated January 18-1912.
 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 party 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 appraisalment of said real estate and all benefit of the homestead, exemption and stay
 laws of Oklahoma.

Dated this 18th day of January A. D. 1912.

N. A. Funk
Ada M. Funk

State of Oklahoma,

County of Tulsa ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 20
 day of January 1912, personally appeared
N. A. Funk and Ada M. Funk, his wife
 to me known to be the identical persons 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

May 4-1912

(Seal) John A. Severus

Notary Public.

Filed for Record the

3

day of

Feb

A. D. 1912, at 2:30

o'clock

P.

M., and Recorded the

20

day of

Feb

A. D. 1912

By

(Seal) H. H. Hockley

Register of Deeds.