

#38389

Form 4

DORSET Printing Company, Dallas, Texas 75201

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That William A. Everett and Harry M. Weber of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to David A. Thomas of Tulsa County, Oklahoma, part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Five (5) Block Two (2) in Grandview Addition to the City of Tulsa, Oklahoma.

This mortgage is given subject to a mortgage given to Bertha Adkins for one thousand dollars (\$1,000.00) dated Feb. 13th 1912.

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 8 per cent per annum, payable semi-annually from date of note, Feb. 13, 1912 according to the terms of a certain promissory note described as follows, to-wit:

(500.00) Feb. 13-1912. Under 2 month after date we (promise to pay David A. Thomas, Two Hundred Dollars, for value received with interest at rate of 8% per annum and signed by W. A. Everett and Harry M. Weber.

This mortgage is given subject, and is inferior, to a certain mortgage for \$_____ and interest, given by said first part to _____ and dated _____ 1912.

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party hereby covenants and agrees 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 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, that they will pay a reasonable attorney's fee of _____ Dollars, which this mortgage also secures.

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

Dated this thirteenth day of February A.D. 1912

William A. Everett. Seal.
Winnie C. Everett. Seal.
Harry M. Weber.
Paula Weber.

State of Oklahoma,

ss.

County of Tulsa

Before me, Edward E. Barrell a Notary Public in and for said County and State, on this 14th day of February 1912, personally appeared William A. Everett and Winnie C. Everett, and Harry M. Weber and Paula Weber.

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.

Seal
My commission expires April 4th, 1912.

Edward E. Barrell.
Notary Public.

Filed for Record the 15 day of Feb. A.D. 1912, at 1:10 o'clock P. M., and Recorded the _____ day of _____ A.D. 19 _____

By _____ Deputy.

Seal.

Harold H. Hargis.

Register of Deeds.