

#38388.

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That William A. Everett and Winnie C. Everett his wife
and Harry W. Weber and Paula Weber his wife, of Tulsa County County, Oklahoma, parties
 of the first part, ha ve mortgaged and hereby mortgage to Bertha Adams

of Tulsa County, State of Oklahoma, to-wit:
 party of the second part, the following described real estate and premises situated in

Lot No. Five (5) in Block No. Two (2) of the Grandview
Addition of the City of Tulsa, Oklahoma, according to the
official and survey thereof, also to one-half interest in the
well on the south line of said property.

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 Thousand (\$1000.00) Dollars,
 with interest thereon at the rate of 10 per cent per annum, payable semi-annually from February 13th 1912 according to the terms
 of one certain promissory note described as follows, to-wit:

February 13th 1912, after date, for value received, my promise to pay to the
order of Bertha Adams at the First National Bank of Lawrence, Kansas,
Illinois, One Thousand (\$1000.00) Dollars with interest at 10% per annum,
payable semi-annually, until paid. William A. Everett and
Winnie C. Everett
Harry W. Weber
Paula Weber

This mortgage is given subject and is inferior, to a certain mortgage for \$_____ 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 do 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
Ten Dollars (\$10.00) and 10% of the amount remaining unpaid.
 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 Thirteenth day of February A.D. 1912

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

State of Oklahoma,

County of Tulsa ss.

Before me, _____ 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, his wife,
and Harry W. Weber, and Paula Weber, 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.

Seal: _____
 My commission expires April 4th 1912.

Edward E. Barrett
 Notary Public.

Filed for Record the 15 day of Feb. A.D. 1912, at 1:05 o'clock P. M., and Recorded the _____ day of _____ A.D. 19____

By _____ Deputy.

Seal: H. C. Walker
 Register of Deeds.