

#38477

COMPARED

DONNER Printing Company, Dallas, Texas - 42067

-SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Walter Grayson & Gertrude Grayson his wife of Tulsa County, Oklahoma, part 1st of the first part, ha ve mortgaged and hereby mortgage to Avery Investment Company of Tulsa, Oklahoma part 4 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

North 25 feet of South half of Lot Seven (7) Block Fifty-eight (58) 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 Two Hundred 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 February 17, 1912, in the sum of \$200, 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 \$_____ 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 we hereby covenant & 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 or shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part we 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.

Part we 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 17th day of February 1912

Gertrude Grayson seal.
Walter Grayson seal

State of Oklahoma,

ss.

County of Tulsa Before me, The Undersigned a Notary Public in and for said County and State, on this 17th day of February 1912, personally appeared Walter Grayson and Gertrude Grayson, his wife

to me known to be the identical person & 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 Jan. 13/1914 (seal) Lucile Chastain Notary Public.

Filed for Record the 17 day of Feb. A.D. 1912, at 4:05 o'clock P. M., and Recorded the _____ day of _____ A.D. 19_____

By _____ Deputy. (seal) H. J. Walkey Register of Deeds.