

#38588

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Mrs. M. E. Ecker, a widow of Tulsa County, Oklahoma, part of of the first part, has mortgaged and hereby mortgage to Avery Investment Company 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:

Lt. Four (4), Block Twelve (12), Avenue 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 Forty Dollars, with interest thereon at the rate of 10 per cent per annum, payable 2 annually from Maturity according to the terms of one certain promissory note 2 described as follows, to-wit:

Dated February 21, 1912, in the sum of \$240, with interest at 10% from maturity, due August 21, 1912. Party of the first part agrees to pay \$8 the first of each month, beginning April 1, 1912, until the full amount of this mortgage is paid.

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 of 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 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 of shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part of of the first part hereby agree to, that in the event action is brought to foreclose this mortgage, she will pay a reasonable attorney's fee of fifty Dollars, which this mortgage also secures.

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

Dated this 21st day of February A. D. 1912.

Mrs. M. E. Ecker (seal)

State of Oklahoma, } ss.
County of Tulsa }
Before me The Undersigned a Notary Public in and for said County and State, on this 21st day of February 1912, personally appeared Mrs. M. E. Ecker, a widow and _____ to me known to be the identical person est who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her 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 January 13, 1914 (seal) Lucile W. Astor Notary Public.

Filed for Record the 21 day of Feb. A. D. 1912, at 4:30 o'clock P. M., and Recorded the _____ day of _____ A. D. 19____

By _____ Deputy. (seal) H. B. Walkley Register of Deeds.