

38594.

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That J. R. Ford of Tulsa County, Oklahoma, part y of the first part, has and mortgaged and hereby mortgage to Guarantee State Bank of Kiefer Oklahoma part y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

South west quarter (1/4) of Northwest quarter (1/4) 2nd West half (1/2) of Southeast quarter (1/4) 2 Northwest quarter (1/4) of section 18 Township 17 North, Range 13 East (60 acres) Also the Southwest quarter (1/4) of South east quarter (1/4) of section eighteen (18) Township seventeen (17) Range thirteen (13) East 40 acres.

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 sixty and no/100 Dollars, with interest thereon at the rate of 10 per cent per annum, payable semi annually from maturity according to the terms of one certain promissory note described as follows, to-wit:

Dated Feb. 6 - 1912 - for \$1060.00 at 10% interest from maturity
Due Aug. - 6 - 1912 payable to Guarantee State Bank, Kiefer Okla
signed by J. R. Ford.

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

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

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

Dated this sixth day of February A. D. 1912

J. R. Ford (seal)

State of Oklahoma, } ss.
County of Tulsa
Before me, T. J. Sullivan a Notary Public in and for said County and State, on this 6 day of February 19012, personally appeared J. R. Ford and _____

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his 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 March 2 - 1915 (seal) T. J. Sullivan Notary Public.

Filed for Record the 23 day of Feb. A. D. 1912 at 8 o'clock 9 A. M., and Recorded the _____ day of _____ A. D. 19____.

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