

38629.

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Barnett Williamson of Tulsa County, Oklahoma, part Y of the first part, has mortgaged and hereby mortgage to M.B. Garrison of Tulsa County part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twelve (12) Block Nineteen (19) in Clevens Addition to the City of Tulsa, Oklahoma

with all of the improvements thereon and appurtenances thereto belonging and warrant the title to the same. except last note of \$15.00
This mortgage is given to secure the principal sum of \$125.00 payable in monthly installments of \$10.00 each Dollars, with interest thereon at the rate of 8 per cent per annum, payable from date according to the terms of 12 certain promissory notes described as follows, to-wit:

with the exception of amount and dates on which same are due \$10.00 Tulsa, Okla. Feb. 21, 1912

One month after date for value received, we or either of us as principals, promise to pay to order of M.B. Garrison \$10.00 at the Central National Bank of Tulsa, Okla. with int. at 8% per annum after date until paid. Said note is under protest, notice and protest for extension without notice on the payment of reasonable attorney's fee for collection upon default.

This mortgage is given subject, and is inferior, to a certain mortgage for \$ and interest, given by said first part to and dated 1910.

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 as hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws of Oklahoma.

Dated this 21st day of February 1912.

Barnett Williamson (seal)

State of Oklahoma, }
County of Tulsa } ss.

Before me, J.H. Simmons a Notary Public in and for said County and State, on this 21 day of February 1912, personally appeared Barnett Williamson 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 May 29 1913 (seal) J.H. Simmons Notary Public.

Filed for Record the 23 day of Feb. A.D. 1912, at 3:10 o'clock P. M., and Recorded the 23 day of Feb. A.D. 1912.

By (seal) Deputy.

H.B. Walkley Register of Deeds.