

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That J. L. Donahoe of Tulsa, Tulsa County, Oklahoma, part 1/4 of the first part, has re mortgaged and hereby mortgage to George Schmidt of Tulsa, Oklahoma part 1/4 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The South Fifty (50) feet of Lot Four (4), in Block Two Hundred and One (201), of the Original City of Tulsa, according to the recorded plat and survey thereof.

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 Five Hundred (\$500.00) Dollars, with interest thereon at the rate of ten per cent per annum from maturity annually from maturity according to the terms of one certain promissory note described as follows, to-wit:

Dated at Tulsa, Oklahoma, February 23, 1912, due sixty days after date for \$500.00, for value received payable to the order of George Schmidt, and bearing interest at ten per cent per annum from maturity until paid.
It being understood that this mortgage is subject to a prior mortgage to L. D. Mann for \$1200.00.

This mortgage is given subject, and is inferior, to a certain mortgage for \$_____ and interest, given by said first part to _____ and dated _____ 1912.

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1/4 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 1/4 shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part 1/4 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 (\$25.00) dollars, which this mortgage also secures.

Part 1/4 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 23rd day of February A. D. 1912

J. L. Donahoe (seal)

State of Oklahoma, ss.
 County of Tulsa
 Before me Lucile Chastain Notary Public in and for said County and State, on this 23rd day of February 1912, personally appeared J. L. Donahoe 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 Jan. 13/1914 (seal) Lucile Chastain Notary Public.

Filed for Record the 23 day of Feb. A. D. 1912, at 11:35 o'clock 9 A. M., and Recorded the _____ day of _____ A. D. 19____

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