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DORSEY-Printed Company, Dallas, Texas-1907

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That M. C. Cross of Tulsa County, Oklahoma, part 4 of the first part, has mortgaged and hereby mortgage to John Barrett 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:

Lot number ten (10) in Block Three (3) in the T.T.T. addition to the City of Tulsa according to the recorded plat thereof.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby acknowledged.

Signed and acknowledged John Barrett May 27-1912 H. C. Walkley Register of Deeds.

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 Hundred and Fifty Five 00 Dollars, with interest thereon at the rate of ten per cent per annum, payable annually from date this 27th February 1912 according to the terms of one certain promissory note described as follows, to-wit:

Dated February 27th 1912 Principal \$155.00 interest 10% from date due on May 27th 1912 Payable to order of John Barrett at National Bank of Commerce Tulsa Oklahoma, signed M. C. Cross

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

Said part 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 fifteen Dollars, which this mortgage also secures.

Part 4 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 27th day of February 1912

M. C. Cross (Seal)

State of Oklahoma, ss. County of Tulsa Before me, Edward E. Barrett a Notary Public in and for said County and State, on this 27th day of February 1912, personally appeared M. C. Cross

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.

(Seal) Edward E. Barrett Notary Public. My commission expires April 4th, 1912

Filed for Record the 27 day of Feb A.D. 1912, at 11:30 o'clock A. M., and Recorded the 27 day of Feb A.D. 1912

By (Seal) Deputy. H. C. Walkley Register of Deeds.