

38834.

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Norothy J. Martindale, a single woman of Tulsa County, Oklahoma, part 4 of the first part, has mortgaged and hereby mortgage to Arery Investment Company 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:

All of Block Eight (8) in Cherokee Heights Second Addition to the City of Tulsa and being a part of the Southeast 1/4 of the Southeast 1/4 of the Southwest quarter Section 32, Township 20 North, Range 13 East

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 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 described as follows, to-wit:

Dated March 1, 1912, in the sum of \$500, with interest at 10% from maturity, due in thirty days from date.

This mortgage is given subject, and is inferior, to a certain mortgage for \$1000.00 and interest, given by said first party to T. D. Evans 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 covenants and agrees ss 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 agrees ss that in the event action is brought to foreclose this mortgage, she will pay a reasonable attorney's fee of Forty Dollars, which this mortgage also secures.

Part 4 of the first part, for said consideration, do ss hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws of Oklahoma.

Dated this first day of March A. D. 1912

Norothy J. Martindale

State of Oklahoma, } ss.
County of Tulsa

Before me, The Undersigned a Notary Public in and for said County and State, on this first day of March 1912, personally appeared Norothy J. Martindale, a single woman and

to me known to be the identical person ss 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 Jan. 13 1914 seal Lucile Chastain Notary Public.

Filed for Record the 2 day of Mar A. D. 1912, at 9:15 o'clock A. M., and Recorded the 2 day of Mar A. D. 1912

By (seal) Deputy.

H. B. Maltley Register of Deeds.