

COMPARISON

38908

~~SECOND~~ REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Sarah F. Glasgow and M.R. Glasgow her husband of Tulsa County, Oklahoma, part 2 of the first part, ha 2 mortgaged and hereby mortgage to Albert Walsh of Tulsa Oklahoma part 1 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Seven (7) and Eight (8) in Block Twenty Three (23) Avenue Addition to the City of Tulsa Oklahoma

For value received, I acknowledge this mortgage and payment in full of the same to the mortgagee, and same is hereby acknowledged before me this 31st day of March 1912 at Tulsa Oklahoma.

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 Three Hundred & 00/100 Dollars, with interest thereon at the rate of 10 per cent per annum, payable annually from March 4th 1912 according to the terms of 2 certain promissory note 2 described as follows, to-wit:

\$300.00 Tulsa Okla. March 4th 1912 Three months after date without grace we promise to pay to Albert Walsh or order Three Hundred Dollars for value received negotiable and payable at Tulsa Oklahoma without default or discount with 10 per cent interest from date

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 parties hereby covenant 2 and agree 2 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 shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part 1 of the first part hereby agree 2, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of Ten Dollars, which this mortgage also secures.

Part 1 of the first part, for said consideration, do 2 hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws of Oklahoma.

Dated this fourth day of March A. D. 1912.

Sarah F. Glasgow
M.R. Glasgow

State of Oklahoma,

County of Tulsa ss.
Before me, George H. Norvell a Notary Public in and for said County and State, on this fourth day of March 1912, personally appeared Sarah F. Glasgow and M.R. Glasgow her husband to me known to be the identical person 2 who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their 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 August 31st 1912 (over) George H. Norvell Notary Public.

Filed for Record the 5 day of Mar A. D. 1912, at 2 o'clock P. M., and Recorded the _____ day of _____ A. D. 1912.

By _____ Deputy. (over) H. B. Walkley Register of Deeds.