

# 38992.

Form 4

DORSEY PRINTER COMPANY, DALLAS, TEXAS 75201

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That John D. Chambers and Ellie Chambers, husband & wife, of Tulsa County, Oklahoma, part se of the first part, have se mortgaged and hereby mortgage to William Overmier 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 lot four (4), in block thirty-one (31) in the Owen addition to the City of 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 Two Hundred and sixty and 00/100 (\$260.00) Dollars, with interest thereon at the rate of ten per cent per annum, payable semi annually from maturity according to the terms of one certain promissory note se described as follows, to-wit:

\$260.00 Tulsa, Okla., March 2, 1912.  
Thirty (30) days after date for value received, we promise to pay to William Overmier, or  
order, at The Exchange National Bank, of Tulsa, Okla., the sum of Two Hundred  
sixty and 00/100 Dollars, with interest at the rate of 10 per cent per annum from  
maturity until paid. All parties to this instrument hereby waive  
protest. Due April 2, 1912  
P. S., Tulsa, Okla. (Signed) John D. Chambers  
Ellie Chambers

This mortgage is given subject, and is inferior, to a certain mortgage for \$\_\_\_\_\_ and interest, given by said first part to \_\_\_\_\_ and dated \_\_\_\_\_ 19\_\_.

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby covenant se and agree se 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 se of the first part hereby agree se, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of Twenty-five Dollars, which this mortgage also secures.

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

Dated this 2nd day of March A. D. 1912

John D. Chambers  
Ellie Chambers

State of Oklahoma,

ss.

County of Tulsa  
 Before me, A. Clerk of the District Court, a Notary Public in and for said County and State, on this 2nd day of March 1912, personally appeared John D. Chambers and Ellie Chambers, husband and wife, and to me known to be the identical persons se 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.

(District Court Seal)

My commission expires \_\_\_\_\_

W. W. Stuckey  
 Clerk of the District Court.

Notary Public.

Filed for Record the 7 day of Mar A. D. 1912, at 11 o'clock A M., and Recorded the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_.

By \_\_\_\_\_

Deputy.

(seal)

H. B. Walkley

Register of Deeds.