

#39159

Form 4

DORSEY Printing Company, Dallas, Texas, 1917

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That John D. Chambers & Ollie Chambers, his wife of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Avery Investment Company of Tulsa, Oklahoma part 2 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit: Lot Four (4), Block Thirty-one (31) in Queens 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 Four Hundred Twenty 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 2 described as follows, to-wit:

Dated March 9, 1912, for the sum of \$420.00 with interest at the rate of 10% from maturity, due in Thirty days 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 190

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 2 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 2 shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part 2 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 Fifty Dollars, which this mortgage also secures.

Part 2 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 11th day of March A. D. 1912

John D. Chambers
Ollie Chambers

State of Oklahoma, } ss.
County of Tulsa
Before me, The undersigned a Deputy Clerk of District Court a Notary Public in and for said County and State, on this 11th day of March 1912, personally appeared John D. Chambers & Ollie Chambers, his wife

and 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 2
J. A. Larnell
Deputy Clerk of District Court
Notary Public.

Filed for Record the 12 day of Mar A. D. 1912, at 4:50 o'clock P. M., and Recorded the 12 day of Mar A. D. 1912

By (seal) Deputy. H. W. Wilkey Register of Deeds.