

39199

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That J. F. Shallenbarger, a single man, of Tulsa County, Oklahoma, part 24 of the first part, has 1 mortgaged and hereby mortgage to M. J. Creechmore of Tulsa, Okla. part 24 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The S.E. 1/4 of S.W. 1/4 and the E. 1/2 of the N.E. 1/4 of the S.W. 1/4 and the S.W. 1/4 of the N.E. 1/4 of the S.W. 1/4 of Section 32, Township 20, T. 20 N. 10 E., Range Fourteen (14) East of the Indian Base and Meridian, containing Seventy (70) Acres more or less.

Except a mortgage for the sum of Eight Thousand \$800.00 Dollars

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 Thousand Dollars, with interest thereon at the rate of eight per cent per annum, payable semi- annually from March 14th according to the terms of a certain promissory note described as follows, to-wit:

Pittsburg, Kansas, March 14th, 1912. I promise to pay to M. J. Creechmore or order at the Banking Office The First National Bank of Pittsburg, Pittsburg, Kansas, One Thousand (\$1,000.00) Dollars, with interest on said sum from date at the rate of eight per cent per annum. Payable semi-annually.

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 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 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 2, that in the event action is brought to foreclose this mortgage, 2 will pay a reasonable attorney's fee of _____ Dollars, which this mortgage also secures.

Part 4 of the first part, for said consideration, do 2 hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws of Oklahoma.

Dated this fifteenth day of March A. D. 1912

J. F. Shallenbarger (seal)

State of Oklahoma,

County of Tulsa ss. Torretto P. Bourke a Notary Public in and for said County and State, on this 14th day of March 1912, personally appeared J. F. Shallenbarger and _____

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) My commission expires Apr. 28, 1913 Torretto P. Bourke Notary Public.

Filed for Record the 14 day of Mar A. D. 1912, at 3³⁰ o'clock P M., and Recorded the _____ day of _____ A. D. 19____.

By _____ Deputy. (seal) H. C. Wadley Register of Deeds.