

COMPARED

39467

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That

Martha F Boling

of

Tulsa

County, Oklahoma, part 4

of the first part, ha² mortgaged and hereby mortgage to Avery Investment Company
of Tulsa, Oklahoma

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Tulsa, Oklahoma

part 14 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Southwest quarter of the Southwest quarter, Section 27
Township 17 North, Range 12 containing 40 acres
more or less, according to the U. S. Government
survey thereof.

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 10 per cent per annum, payable 1 annually from date according to the terms of 170 certain promissory note described as follows, to-wit:

Dated March 21-1912 for the sum of \$1,000⁰⁰ with 10%
Interest from date, due in one year from date

~~This mortgage is given subject, and is inferior, to a certain mortgage to, and interest, given by said first part to~~
~~and dated~~

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

Said party of the first part hereby agrees, that in the event action is brought to foreclose this mortgage, she will pay a reasonable attorney's fee of Fifty Dollars, which this mortgage also secures.

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

Dated this 21st day of March A. D. 1912.

Martha F. Boling (seal)

State of Oklahoma,

58.

County of Tulsa

Before me, the undersigned

a Notary Public in and for said County and State, on this 23^d

day of March 1962, personally appeared

red Martha F. Baling

to me known to be the identical person _____ 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

(Leaf) Lucile Chastain

Notary Public.

Filed for Record the 23 day of Nov A.D. 1913, at 246 o'clock P.M., and Recorded the.....day of.....A.D. 19.....

By _____ Deputy.

Leaf Hell Valley

Register of Deeds.