

RECORDED

#39611

Form 4

DUNSEY TRIMBLE COMPANY, DALLAS, TEXAS-1914

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Me, J. A. Dillinger and L. R. Dillinger his wife of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to A. Hand & W. Sanders of Tulsa Oklahoma part 1st of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Five (5) in block One Hundred and Forty-two (142), original  
transmit to the City of Tulsa, in State of 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 ten thousand and seventy-five (\$2,075.00) Dollars, with interest thereon at the rate of ten per cent per annum, payable annually from maturity according to the terms of a certain promissory note described as follows, to-wit:

Dated March 28, 1912; payable ninety days after date, at the First National Bank of the City of Tulsa, Oklahoma; for the sum of ten thousand and seventy-five (\$2,075.00), with interest thereon at the rate of ten per cent per annum from maturity; given by J. A. Dillinger and L. R. Dillinger, his wife to A. H. and S. W. Sanders

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 100 and interest, given by said first part to 100 and dated 100

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

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

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

Dated this 28th day of March 1912 A.D. 1912

J. A. Dillinger  
L. R. Dillinger

State of Oklahoma,

County of Tulsa ss.

Before me, George H. Morrell a Notary Public in and for said County and State, on this 28th day of March 1912, personally appeared

J. A. Dillinger and L. R. Dillinger his wife to me known to be the identical persons 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 (20081) George H. Morrell Notary Public.

Filed for Record the 28 day of Mar A.D. 1912, at 3:50 o'clock P. M., and Recorded the 28 day of Mar A.D. 1912

By (20081) Deputy. H. W. Walley Register of Deeds.