

#39725

Form 4

DORSEY Printing Company, Dallas, Texas—4247

# SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That G. E. Havenor and Chas. Havenor, of Tulsa County, Oklahoma, party of the first part, has mortgaged and hereby mortgage to Levi Smith, of Tulsa, Okla. party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot 2, Block 9, Park Place, an addition to the City of Tulsa, Tulsa Co., Okla.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released:

L. Smith

Signed and acknowledged before me July 23, 1914

L. Smith  
Register of Deeds

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 Five Hundred Dollars, with interest thereon at the rate of 10 per cent per annum, payable annually from — according to the terms of — certain promissory note — described as follows, to-wit:

Dated April 1, 1912, 3 months after date, payable to the order of Levi B. Smith, at the Central National Bank, Tulsa, Okla., made by G. E. Havenor and Chas. Havenor.

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 party 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 sum of this mortgage 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 party shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said party 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 10.00 Dollars, which this mortgage also secures.

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

Dated this 1st day of April A.D. 1914.

G. E. Havenor Seal;  
Chas. Havenor Seal;

State of Oklahoma,

County of Tulsa ss.

Before me, W. H. Kiser, a Notary Public in and for said County and State, on this 1st day of April 1914, personally appeared G. E. Havenor and Chas. Havenor, and

to me known to be the identical person 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.

W. H. Kiser Notary Public.  
My commission expires Jan. 11, 1913

Filed for Record the 2 day of Apr A.D. 1914, at 10 o'clock A.M., and Recorded the — day of — A.D. 19—

By — Deputy. Seal W. H. Kiser Register of Deeds.