

Jules  
9-10-63

#39719.

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Louis Piegler and Elizabeth Piegler, of Tulsa County, Oklahoma, part of the first part, have mortgaged and hereby mortgage to Farmers + Merchants State Bank, of Bixby, Oklahoma, part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The South one half of the north east quarter of Section Twenty Three, Township Seventeen, North and Range Fourteen East

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 Twenty six hundred and fifty six Dollars, with interest thereon at the rate of 10 per cent per annum, payable annually from January according to the terms of two certain promissory notes described as follows, to-wit:

One note dated Jan 30th 1912, due 30 days after date \$500.00  
and one note dated Jan 30th 1912, due six months after date for \$1,656.35

This mortgage is given subject, and is inferior, to a certain mortgage for \$1,800.00 and interest, given by said first part to Silas W. Ferguson, and dated Dec. 1st 1910.

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

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

Parties 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 30th day of January A. D. 1913

Louis Piegler  
Elizabeth Piegler

State of Oklahoma,

County of Tulsa ss.

Before me, Henry H. Haecker, a Notary Public in and for said County and State, on this 22 day of February 1913, personally appeared Louis Piegler and Elizabeth Piegler, husband and wife

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:

My commission expires July 30th 1914

Henry Haecker  
Notary Public.

Filed for Record the 27 day of Apr, A. D. 1913, at 8 o'clock A. M., and Recorded the 27 day of Apr, A. D. 1913.

By W. H. Haecker Deputy.

W. H. Haecker  
Register of Deeds.