

COMPARSED

39786

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Effie Condron (a widow) of Aransas Pass, County, Texas, part 4 of the first part, has mortgaged and hereby mortgages to Sallie Myers of Tulsa Okla part 4 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot seven (7) and the north half (1/2) of lot six (6) in block ninety four (94) in the town of Tulsa Creek nation Indian Territory, according to the official survey

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 Two Thousand Eight Hundred and Ninety & No 2890 Dollars, with interest thereon at the rate of Eight per cent per annum, payable 2 annually from April 3rd 1912 according to the terms of three certain promissory notes described as follows, to-wit:

One note for the sum of Five Hundred (\$500.00) Dollars due at one (1) year from date
One note for the sum of Five Hundred (\$500.00) Dollars due at two (2) years from
date One note for the sum of One Thousand Eight Hundred and
Ninety & No 2890 (\$1,890.00) Dollars

All said notes bearing even date herewith.

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 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 part 4 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 _____ Dollars, which this mortgage also secures.

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

Dated this 4th day of April A. D. 1912

Effie Condron (seal)

State of Oklahoma,

County of Tulsa ss.
 Before me, W. M. Fleetswood a Notary Public in and for said County and State, on this 4th day of April 1912, personally appeared Effie Condron and

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 Mar-4-1914 (seal) W. M. Fleetswood Notary Public.

Filed for Record the 4 day of Apr A. D. 1912, at 3 40 o'clock P. M., and Recorded the _____ day of _____ A. D. 19____

By _____ Deputy. (seal) W. M. Fleetswood Register of Deeds.