

#40103.

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That J. W. Dickerson and Emily Dickerson (his wife) of Tulsa County, Oklahoma, part ies of the first part, ha ve mortgaged and hereby mortgage to Thomas Kinton of Tulsa, Oklahoma, part y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The south Fifty feet of Lot number Five (5) in Block number One (1) of the North Tulsa Addition to the City of Tulsa.

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 Three Hundred and Thirty (\$330.00) Dollars, with interest thereon at the rate of 10 per cent per annum, payable annually from Tulsa, Okla. April 13, 1912, according to the terms of certain promissory note described as follows, to-wit: \$330.00 copy

Where either of us, one year after date, without grace, promise to pay to Thomas Kinton in order, Three Hundred and Thirty (\$330.00) Dollars, for value received, negotiable and payable at Tulsa, Oklahoma, without deduction or discount with 10 per cent interest per annum from maturity until paid. Should any of the interest or principal not be paid when it shall be due, interest at the rate of 12 per cent per annum shall be paid. Each of the undersigned guarantors and sureties upon this note, severally by their endorsement or signature hereon, waive presentment for payment, protest, notice of protest for non-payment hereof, and all defense on the ground of extension of the time of payment hereof, that may be given by any holder of this note to any party thereon. It is stipulated by the parties to this note that in event the same is collected by an attorney at law, any proceedings at law, an attorney's fee, consisting of Ten Dollars (\$10.00) and 10 per cent on the amount so collected shall be paid by the mortgagor.

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 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 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 parties 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 Twenty Five 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 13th day of April A. D. 1912

J. W. Dickerson Seal.
Emily Dickerson Seal.

State of Oklahoma, ss.
County of Tulsa
Before me, J. W. Kinton, a Notary Public in and for said County and State, on this 13th day of April 1912, personally appeared J. W. Dickerson and Emily Dickerson (his wife) and personally 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.

Seal
My commission expires May 9, 1915

J. W. Kinton Notary Public.

Filed for Record the 15 day of Apr A. D. 1912, at 9:40 o'clock A. M., and Recorded the 15 day of Apr A. D. 1912

By Seal Deputy, H. C. Harkley Register of Deeds.

This mortgage being a full discharge of the same - J. W. Kinton - Notary Public - April 13, 1912 - Tulsa, Oklahoma.