

#40111

DORSEY PRINTER COMPANY, DENVER, COLORADO

## SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Isaac A. Wilson & Susanna C. Wilson his wife  
 of Rockhill, of Cherokee County, Oklahoma, part  
 of the first part, have mortgaged and hereby mortgage to Every Suretyment Company  
 of Tulsa, Oklahoma,  
 part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

North west quarter of the Southeast quarter of the  
North east quarter Section 36, Township 20 North Range 13  
East, containing 10 acres more or less, according to the  
U.S. Government survey thereof.

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

Dated April 8, 1912, for the sum of \$300.00 with 10% interest from  
maturity due in six months from date.

This mortgage is given subject, and is inferior, to a certain mortgage for \$\_\_\_\_\_ and interest, given by said first part to \_\_\_\_\_  
 and dated \_\_\_\_\_ 19\_\_

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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 com-  
 mitted 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 party of the first part hereby agree, that in the event action is brought to foreclose this mortgage, he will pay a reasonable attorney's fee of  
Five Dollars, which this mortgage also secures.

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

Dated this Eighth day of April A. D. 1912

Isaac A. Wilson, Seal.

Susanna C. Wilson, Seal.

State of Oklahoma, ss.

County of Tulsa

Before me, the undersigned, a Notary Public in and for said County and State, on this 8th

day of April 1912, personally appeared Isaac A. Wilson

and

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the

same as his 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 January 13, 1914.

Lucia Chastain  
 Notary Public.

Filed for Record the 15 day of Apr. A.D. 1912, at 1 o'clock P. M., and Recorded the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_

By \_\_\_\_\_ Deputy.

Seal N. C. Mackley  
 Register of Deeds.

State of Oklahoma, Cherokee County, ss. Before me a Notary Public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_