

402 49.

DORSEY RECORD COMPANY, DALLAS, TEXAS-4347

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That A. B. White and Tillie A. White his wife of Tulsa County, Oklahoma, part in of the first part, ha—mortgaged and hereby mortgage to J. L. Moss of Bixby, Okla. of Tulsa County, Oklahoma, part in of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of the W¹/₂ of lot 3, block 20, old town, Bixby, Okla.

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 One Hundred Twenty (\$120.00) Dollars, with interest thereon at the rate of 10 per cent per annum, payable 2 annually from date according to the terms of One certain promissory note described as follows, to-wit:

One certain note dated at Bixby, Okla. April 19th, 1912 due 45 days after date, bearing interest from date at the rate of 10% per annum being executed in favor of J. L. Moss by A. B. White and Tillie A. White, his wife and being for the sum of \$120.00

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 175.00 and interest, given by said first part to Henry Hornecker and dated Mar. 1912 190—

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 part of the first part hereby agree to, that in the event action is brought to foreclose this mortgage, 2 will pay a reasonable attorney's fee of \$50.00 Dollars, which this mortgage also secures.

Part 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 19th day of April A. D. 1912

A. B. White

Tillie A. White

State of Oklahoma,

County of Tulsa

ss.

Before me W. E. Privett a Notary Public in and for said County and State, on this 19

day of April 1912, personally appeared

A. B. White and Tillie A. White, his 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 Dec. 31, 1913 (seal)

W. E. Privett

Notary Public.

Filed for Record the 20 day of Apr. A. D. 1912, at 1 o'clock P. M., and Recorded the 20 day of Apr. A. D. 1912

By

Deputy.

(seal)

H. W. Alkley

Register of Deeds.