

#40366.

DORSET PRINTING COMPANY, DENVER, COLORADO

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Edward A. Rolston and Gillian M. Rolston
his wife, of Tulsa County, Oklahoma, part ies
of the first part, have mortgaged and hereby mortgage to Avery Investment Company
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:

Lot Six (1) Block Three (3), Mitchell Crossing
adjacent to the City of Tulsa, Oklahoma

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 Fifty 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 24, 1912, for the sum of \$150.00, with interest
at 12% from maturity, due ninety days 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 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 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 y shall be entitled to the immediate possession of the premises and all
the rents and profits thereof.

Said part ies 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
Fifty Dollars, which this mortgage also secures.

Part ies 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 24th day of April A. D. 1912.

Edw. A. Rolston Seal.
Gillian M. Rolston Seal.

State of Oklahoma, ss.

County of Tulsa

Before me, the undersigned a Notary Public in and for said County and State, on this 24th
day of April 1912, personally appeared Edward A. Rolston
and Gillian M. Rolston, his wife

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

Arthur Newlin
Notary Public.

My commission expires October 3rd, 1914

Filed for Record the 24 day of Apr A.D. 1912, at 11:40 o'clock A. M., and Recorded the 24 day of Apr A.D. 1912

By Deputy

Seal H. C. K. K. K.
Register of Deeds.