

40414.

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That J. D. Burriss, and of Bixby Tulsa County, Oklahoma, part in of the first part, have mortgaged and hereby mortgage to E. L. Lindner of Clay Center Kansas part 4 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The Southeast quarter of the Southwest quarter of section twenty one, Township
Seventen, north, Range Thirteen east, of the Indian base and meridian
containing forty acres more or less according to Government survey
thereof, (SE 1/4 of SW 1/4 of Sect. 21 - 17 - 13)

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 Sixty and 00/100 Dollars, with interest thereon at the rate of ten per cent per annum, payable 2 annually from maturity according to the terms of five certain promissory note described as follows, to-wit:

One note dated January second 1912 due January first 1913 for \$12.00
One note dated January second 1912 due January first 1914 for \$12.00
One note dated January second 1912 due January first 1915 for \$12.00
One note dated January second 1912 due January first 1916 for \$12.00
One note dated January second 1912 due January first 1917 for \$12.00

This mortgage is given subject, and is inferior, to a certain mortgage for \$60.00 and interest, given by said first part also Wm. Sharpe of Clay Center and dated January second 1912

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 4 hereby covenant o and agree o 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 4 shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part also of the first part hereby agree o, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of fifty and 00/100 Dollars, which this mortgage also secures.

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

Dated this 25th day of January A.D. 1912

makename signed by me at her
request and in her presence
J. F. Painter.

J. D. Burriss
her
Emma X Burriss
mark

State of Oklahoma, ss.
County of Tulsa

Before me, J. F. Painter a Notary Public in and for said County and State, on this 25th day of January 1912, personally appeared J. D. Burriss and Emma Burriss, his wife to me known to be the identical person o 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 June 14th 1914 (seal) J. F. Painter Notary Public.

Filed for Record the 26 day of Apr A.D. 1912, at 9:20 o'clock a M., and Recorded the 26 day of Apr A.D. 1912

By (seal) Deputy, H. B. Walker Register of Deeds.