

40612

Form 4

DORSEY Printing Company, Dallas, Texas - 1914

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Ida Gross, nee Johnson and Kay Gross, her husband of Bixby, Tulsa County, Oklahoma, parties of the first part, ha^{ve} mortgaged and hereby mortgage to E. L. Lindner

part 4 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

South half of North West quarter
1/2 of NW 1/4 of Section twenty nine (29) township sixteen (16) north
Range fourteen (14) east of the Indian base and meridian
containing Eighty (80) acres more or less according to
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 ninety and 00/100 Dollars, with interest thereon at the rate of ten per cent per annum, payable annually from maturity according to the terms of six certain promissory notes described as follows, to-wit:

One note dated April 30th 1912 due November first 1912 for \$ 9.00
One note dated April 30th 1912 due November first 1913 for \$18.00
One note dated April 30th 1912 due November first 1914 for \$18.00
One note dated April 30th 1912 due November first 1915 for \$18.00
One note dated April 30th 1912 due November first 1916 for \$18.00
One note dated April 30th 1912 due November first 1917 for \$18.00

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 900.00 and interest, given by said first part to Wm Sharpe and dated May first 1912

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

Said part all 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 and 00/100 Dollars, which this mortgage also secures.

Part all 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 30th day of April 1912 A. D. 1912

Ida Gross nee Johnson
Kay Gross

State of Oklahoma,

County of Tulsa ss.

Before me, J. F. Pantler a Notary Public in and for said County and State, on this 30th day of April 1912 personally appeared Ida Gross nee Johnson and Kay Gross her husband

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.

My commission expires June 14th 1914 (seal) J. F. Pantler Notary Public.

Filed for Record the 2 day of May A. D. 1912 at 8 o'clock A. M., and Recorded the 2 day of May A. D. 1912

By (seal) Deputy.

H. W. Walkley Register of Deeds.