

40636

Form 4

DORSEY Printing Company, Dallas, Texas—1917

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Walter F. Hallock and Daisy M. Hallock his wife of the first part, have mortgaged and hereby mortgage to A. J. Helverson of Tulsa County, Oklahoma, part see of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Nine (9) in Block Two (2) College View Addition to the city of Tulsa Okla., according to the recorded plat 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 \$200.00 Two Hundred and No. Dollars, with interest thereon at the rate of eight per cent per annum, payable monthly from the sixth day of April 1912 according to the terms of Twenty certain promissory notes described as follows, to-wit:

Twenty notes of even date herewith for the sum of Ten Dollars (\$10.00) each, the first falling due on May sixth, 1912 and on the sixth day of each month thereafter, the interest be paid on each note when the note is paid

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 part see 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 see 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 twenty five (25.00) Dollars, which this mortgage also secures.

Part see 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 sixth day of April A. D. 1912

Walter F. Hallock
Daisy M. Hallock

State of Oklahoma, } ss.
County of Tulsa

Before me F. W. Perry a Notary Public in and for said County and State, on this sixth day of April 1912, personally appeared Walter F. Hallock and Daisy M. Hallock 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.

My commission expires Nov. 11, 1913 (seal) F. W. Perry Notary Public.

Filed for Record the 2 day of May A. D. 1912, at 4 o'clock P. M., and Recorded the day of A. D. 1912

By

Deputy,

(seal)

H. W. Walker
Register of Deeds.