

40435

SECOND REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Walter F. Hallock and Daisy M. Hallock his wife of Tulsa County, Oklahoma, part les of the first part, have mortgaged and hereby mortgage to Julia M. Reinhard of Tulsa Okla part 1 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 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 Five Hundred and No. (\$500.00) Dollars, with interest thereon at the rate of eight per cent per annum, payable semi annually from date April 6, 1912 according to the terms of one certain promissory note described as follows, to-wit:

One note of even date herewith for the sum of Five Hundred (\$500.00) Dollars due at two years from date with interest at eight per cent.

This mortgage is given subject, and is inferior, to a certain mortgage for \$ 100 and interest, given by said first part to 100 and dated 100

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part se 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 les 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 2 of the first part, for said consideration, do 2 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 person 2 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, 1915 (seal) F. W. Perry Notary Public.

Filed for Record the 2 day of May A. D. 1912, at 3 53 o'clock P. M., and Recorded the 2 day of May A. D. 1912

By (seal) Deputy. H. W. Alpley Register of Deeds.