

SECOND REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Oscar Lowry and Mamie K. Lowry

of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to DOWNEY SAVINGS BANK of DOWNEY, IOWA

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

The South Thirty Five (35) Feet of Lot One (1) and the North Ten (10) Feet of Lot Two (2) in Block Three (3) Oak Grove Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

TREASURER  
I hereby certify that I received \$256.40 and issued Receipt No. 2553 in payment of mortgage tax on the within mortgage  
Dated this 1st day of Feb 1923  
WAYNE L. DICKEY, County Treasurer  
V. C. Deputy

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Twenty Eight Hundred and No/100 (\$2800)

eight DOLLARS with interest thereon at the rate of eight per cent, per annum, payable semi-annually from the 24th day of January 1923 according to the terms of one (1) certain promissory note described as follows, to-wit:

Note of same date, for \$2800.00 with interest at eight percent for one year. This mortgage is made subject to a first mortgage of \$6000.00 and interest appearing of record payable in three years from the 24th day of November 1922 bearing 8 percent interest payable semi-annually.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby covenant and agree to pay all taxes and assessments of said land when the same shall 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 sum of this mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second parties shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, will pay a reasonable attorney's fee of One Hundred and No/100 DOLLARS which this mortgage also secures.

~~NOTARY PUBLIC~~

Dated this 24th day of January, 1923

Oscar Lowry SEAL

Mamie K. Lowry SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 24th day of January, 1923, personally appeared Oscar Lowry and Mamie K. Lowry, husband and 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 signature and official seal the day and year last above written.

My commission expires July 15, 1926 (SEAL) Troy L. Powell, Notary Public.

I hereby certify that this instrument was filed for record in my office on 31st day of Jan A. D. 1923 at 1.30 o'clock P. M. Book 402, Page 413

By Brady Brown Deputy (SEAL) O. G. Weaver County Clerk