

COMPARED

## MORTGAGE RECORD NO. 439

223797 C.M.J.

## SECOND REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Lillie Belle Puckett and Walter Puckett, her husband..a ..... of Tulsa ..... County, Oklahoma, part 198 of the first part, ha. 79  
mortgaged and hereby mortgage to T. C. Rogersof ..... part. V of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

All of Lot Five (5), Block Seven (7) of the Highlands  
Second Addition to the city of Tulsa, Tulsa County,  
Oklahoma, according to the recorded plat thereof, with  
all improvements thereon.

I hereby certify that I received 120 .....  
Receiv. No. 8137 this is payment of mortgage  
tax on the within mortgage.

Dated this 8 day of March 1923.

WAYNE L. DICKEY, County Treasurer

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 .....

Two Thousand (\$2,000.00)

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly ..... from date .....according to the terms of 36 ..... certain promissory note. 8 ..... described as follows, to-wit:

Thirty-five notes for \$17.00 each, one note due April 5, 1925,  
and one on the 5th day of each month thereafter for thirty-four  
consecutive months, and one note for \$1405.00 due in thirty-six  
months from date, each drawing 8% interest payable monthly on  
entire unpaid balance.

This mortgage is subject to a prior mortgage of \$2500.00 duly of  
record.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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, and to insure and keep insured in favor of second  
party, buildings on said 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 in the first mortgage above referred to,  
sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second part..... shall be entitled to the immediate possession of  
the premises and all rents and profits thereof.

Said part ies 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 ten percent of amount remaining unpaid ..... - DOLLARS,  
which this mortgage also secures.

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

Dated this 5th day of March, 1923Lillie Belle Puckett

SEAL

Walter Puckett

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:Before me, Harry L. Jenkins, a Notary Public in and for said County and State, on this 5thday of March 1923, personally appeared Lillie Belle Puckettand Walter Puckett, her husband

and

to me known to be the identical person 8 who executed the within and foregoing instrument and acknowledged to me that they executedthe 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 August 19th, 1926. (Seal) Harry L. Jenkins, Notary Public.I hereby certify that this instrument was filed for record in my office on 7 day of March, A. D., 1923at 4:30 o'clock P. Book 439, Page 10By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.