

MORTGAGE RECORD NO. 465

#242201 NS

SECOND REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. H. Sherred and Sue Mae Sherred,
a husband and wife, of Tulsa, Tulsa, County, Oklahoma, part — of the first part, ha—
 mortgaged and hereby mortgage to H. E. Hanna
 of — part — of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Seven (7) in Block One (1), Federal
 Heights Addition to the City of Tulsa;

RECORDED FOR DEED
 Received for recording 11973 and 06 and 106
 upon the within instrument
 Dated this 15 day of Oct, 1923
W. W. Stuckey County Clerk
8B
 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 Two Hundred and Seventy-Five and no/100
 ----- DOLLARS.
 with interest thereon at the rate of 10 per cent, per annum, payable monthly ~~XXXXXX~~ from September 29th, 1923,
 according to the terms of one certain promissory note ----- described as follows, to-wit:

One note dated 9-20-1923 due installments,

This mortgage is given subject and inferior, to a certain contract
 for \$450.00 and interest, given by C.E. Broad to A.F. Sweeney and
 dated Feb. 18th, 1922.

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.

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
~~XXXXXX~~ 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 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 ----- will pay a
Fifty and no/100 ----- DOLLARS,
 reasonable attorney's fee of -----
 which this mortgage also secures.

Part ies 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 in Oklahoma.

Dated this 20th day of September, 1923.

J. H. Sherred SEAL

Sue Mae Sherred, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 29th
 day of September, 1923, personally appeared J.H.S herred and Sue Mae Sherred,
husband and wife;

and -----
 to me known to be the identical person ----- 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 June 6th, 1927. (SEAL) R. L. Kifer, Notary Public

I hereby certify that this instrument was filed for record in my office on 15 day of Oct., A. D. 1923
 at 4:10 o'clock P. M.

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