

#242276 NS

Second. REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Jean R. Saye and Dick Saye, her husband,  
 of Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to A. J. Hamel,  
 of Tulsa County, Oklahoma, 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 One (1) in Block Thirteen (13) Morningside  
 Addition to the City of Tulsa, Tulsa County, Oklahoma,  
 according to the recorded plat thereof, together with  
 all improvements thereon.

TREASURER'S EXEMPTION  
 I have hereby and I received \$26 and have  
 paid to the County Clerk for payment of mortgages  
 tax on the within mortgage.  
 Dated this 17 day of Oct. 1923  
 W. W. Stackey, County Treasurer  
 S. B. 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 Thirteen Hundred Thirty-four & 78/100 - - - -  
 - - - - - DOLLARS,  
 with interest thereon at the rate of eight per cent, per annum, payable at maturity of note October 15th, 1923,  
 according to the terms of one certain promissory note, described as follows, to-wit:

One note for \$1334.78, dated October 15th, 1923, and due January  
 15, 1924;

This mortgage is given subject and is inferior, to a certain  
 mortgage for \$7,000.00 and interest, given by said parties to  
 Farm and Home Savings and Loan Ass'n, and dated September 20, 1923.

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 ~~thereon~~ of this or the first mortgage above referred to 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 V. 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, they will pay a  
 reasonable attorney's fee of One Hundred Thirty-five - - - - - DOLLARS,  
 which this mortgage also secures.

Parties 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 15th day of October, 1923

Dick Saye SEAL

Jean R. Saye, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - - - -, a Notary Public in and for said County and State, on this 15th  
 day of October, 1923, personally appeared Jean R. Saye and Dick Saye, her husband,

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 July 16, 1924. (SEAL) Mary M. Miller, Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of Oct., A. D., 1923

at 3:30 o'clock P. M.  
 By Brady Brown Deputy (SEAL) O. G. Weaver, County Clerk