

MORTGAGE RECORD NO. 465

#244206 NS

SECOND MORTGAGE.
REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Alpha Wade, joined by her husband W.C. Wade,
 of Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to L.E. Freeman and Fay Freeman,
 of Tulsa, parties of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Four (4) and Seven (7) in Block Four (4),
 Speedway Heights Addition to the City of Tulsa,
 according to the recorded plat thereof.

Subject to a mortgage of \$1100.00 in favor of
 Exchange Trust Company, Guardian of Loreli Wade,
 dated November 6, 1923.

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 Four Hundred Twenty Nine and 16/100 -----
 ----- DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~annually~~ from November 7, 1923,
 according to the terms of one certain promissory note described as follows, to-wit:

One promissory note for \$429.16 dated November
 7, 1923, payable \$20.00 a month beginning December
 7, 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, 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 herein contained, the whole of said principal
 sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second party 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 Ten per cent ----- 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 7th day of November, 1923.

Alpha Wade

SEAL

W.C. Wade,

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 7th
November 3 day of 1923, personally appeared Alpha Wade and W.C. Wade, 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
 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 May 11th, 1927. (SEAL) Maurice A. DeVinna Notary Public.

I hereby certify that this instrument was filed for record in my office on 9 day of Nov. A. D. 1923.

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