

MORTGAGE RECORD NO. 465

#245803 NS

SECOND REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Alma L. Amyx and Claud S. Amyx, her husband,
Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Cyrus S. Avery, Alva J. Niles & C.W. Brewer,
 of parties of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Ten (10) of Block Nine (9) in Federal Heights
 Second Addition to the City of Tulsa, Oklahoma,
 according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 20 and issued
 Receipt No. 12746 in payment of mortgage

for the sum of 3 dollars Dec, 1923
8-13

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 Five Hundred Twenty-five and no/100 - - - - -
 - - - - - DOLLARS,

with interest thereon at the rate of 8 1/2 per cent, per annum, payable - - - - - annually from date

according to the terms of a certain promissory note described as follows, to-wit:

1 note dated November 26th, 1923, for \$525.00 payable in in-
 stallments of Fifteen Dollars (\$15.00) per month; said in-
 stallments to be paid on or before the 1st day of each and every
 month hereafter beginning the 1st day of December, 1923, Deferred
 payments to bear interest at the rate of 8 per cent per annum from
 date until paid.

This mortgage is given subject to a first mortgage of \$1200.00 in
 favor of the Oklahoma City Building & Loan Association.

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 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 Fifty - - - - - 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 26th day of November, 1923

Alma L. Amyx SEAL

Claud S. Amyx SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - - - - a Notary Public in and for said County and State, on this 26th
 day of November, 1923, personally appeared Alma L. Amyx and Claud S. Amyx, her husband,

~~XXX~~ to me known to be the identical person s 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 March 27, 1924. (SEAL) Leone Patton Notary Public.

I hereby certify that this instrument was filed for record in my office on 3 day of Dec. A. D. 1923

at 10:20 o'clock A. M.

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