

#240751 NS

SECOND REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Maude H. Trotter and W. M. Trotter, wife and
xx husband, of - - - - - County, Oklahoma, part ies the first part, have
mortgaged and hereby mortgage to H. E. Hanna
of - - - - - part y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

All of Lot Number Two (2) in Block Number Eight (8), in Highland Second Addition to the City of Tulsa, according to the recorded plat thereof.

TRANSFER'S ENDORSEMENT

I hereby certify that I received \$24 and found
Receipt No. 11646

Dated this 24th day of Sept 1923

S. Bailing
County

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 Six Hundred and Thirty-seven and 70/100

DOLLARS.

with interest thereon at the rate of 5 per cent. per annum, payable monthly ~~quarterly~~ from September 1st, 1923,
according to the terms of one certain promissory note - - described as follows, to-wit:

A note of even date for \$637.70 due in monthly installments of \$25.00 together with interest at eight per cent.

This mortgage is given subject, and is inferior to a certain mortgage for \$1,250.00 and interest, given by said parties to Home Building & Loan Association and dated Sept. 24th, 1922.

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 ~~XXXXXX XXXXX XXXXX~~ for 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 ^{ies} 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 Seventy-five and no/100 DOLLARS, which this mortgage also secures.

Part 1.03 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 17 day of September, 1923

W. M. Trotter

Maude H. Trotter, SEAL

STATE OF OKLAHOMA, County of Carter, ss:

Before me, _____, a Notary Public in and for said County and State, on this _____ 17th day of September 1923, personally appeared _____ W. M. Trotter, and Maude H. Trotter, husband and wife.

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 March 30, 1926. (SEAL) Verna Wright, Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of Sept. A. D., 1923.

at 4:15 o'clock P. M.

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