

#246735 NS

SECOND REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That John H. Miller, MaBelle Miller, his wife, and D.C. Miller, Maisie Miller, his wife, of Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Agnes Conway of Tulsa, Okla. part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Two (2), Bungalow Court Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

INTERNAL REVENUE

\$ Canceled

TREASURER'S ENFORCEMENT

I hereby certify that I received \$1.00 and issued Receipt No. 12812 therefor in payment of mortgage tax on the within mortgage.

Dated this 14 day of Dec 1923

W. W. Stuckey, County Treasurer

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 Twenty-five Hundred and no/100ths

(\$2500.00) DOLLARS,

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

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

On or before two years from date we promise to pay to Agnes Conway Twenty Five Hundred dollars (\$2500.00) with interest at the rate of 8% per annum payable annually from date.

This mortgage is given subject, and is inferior, to a certain mortgage for \$4000.00 and interest given by said parties to Home Building & Loan Association, and dated 191...

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 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 part Y 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 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 30th day of October, 1923.

John H. Miller SEAL
MaBelle Miller
D.C. Miller SEAL
Maisie Miller

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 30th day of October, 1923, personally appeared John H. Miller, MaBelle Miller, his wife, and D.C. Miller, Maisie Miller, his 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.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year last above written. My commission expires April 24, 1926. (SEAL) Fay L. Hollis Notary Public

I hereby certify that this instrument was filed for record in my office on 14 day of Dec. A. D., 1923.

at 11:00 o'clock A. M. By Brady Brown Deputy (SEAL) O. G. Weaver County Clerk