

#247753 NS

SECOND REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That John W. McBride and Margaret E. McBride, his wife, of Tulsa, County, Oklahoma, part II of the first part, have mortgaged and hereby mortgage to W.J. Sheppard of part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

North West Quarter of North West Quarter and West one half of North East Quarter of NW Quarter of Section 35 Township 20 North 13 East.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 600 and issued Receipt No. 13121 in payment of mortgage tax on the within mortgage.
Dated this 31 day of Dec. 1923
W. W. Stuckey, County Treasurer
S.B.

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 Three Thousand and no/100 DOLLARS, with interest thereon at the rate of 7 per cent, per annum, payable semi- annually from ----- according to the terms of one certain promissory note ----- described as follows, to-wit:

One note dated 12-24-1923, due 12-24, 1924, for \$3000.

This mortgage is given subject, and is inferior, to a certain mortgage for \$4200.00 and interest, given by said party to Commissioner of Land Office State of Oklahoma and dated 19

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, ----- will pay a reasonable attorney's fee of One Hundred and no/100 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 24th day of December, 1923.

John W. McBride SEAL

Margaret E. McBride SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 28th day of December 1923, personally appeared John W. McBride and Margaret E. McBride, his wife,

and ----- to me known to be the identical persons 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 27, 1924. (SEAL) Leone Patton Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of Dec. A. D. 1923 at 11:40 o'clock A.

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