

MORTGAGE RECORD NO. 465

71

#241085 NS

SECOND REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. K. Steel and Nannie Steel, husband and wife,
Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to H. E. Hanna, of Tulsa, Oklahoma,
 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 No. Two (2) in Block Number Four (4)
 in Pilcher Summitt Addition to the City of Tulsa,

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$0.06 and issued
 Receipt No. 11734 in payment of mortgage
 tax on the within mortgage.
 Dated this 28 day of Sept 1923
W. W. Stackey, County Treasurer
B. Quinn 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 Three Hundred and Thirty and no/100 - - - -

DOLLARS,

with interest thereon at the rate of ten per cent, per annum, payable monthly ~~annually~~ from Sept. 1st, 1923.

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

A note for Three Hundred and Thirty and no/100 Dollars
 (\$330.00) of even date herewith payable in monthly in-
 stallments of Thirty-five and no/100 Dollars (\$35.00)

This mortgage is given subject, and is inferior, to a
 certain mortgage for \$2,500.00 given to the Home Building
 and Loan Association and one for \$442.00 given to Dan Pilcher.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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. of the principal
 It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal and of this mortgage
or interest ~~or interest~~ or the first mortgage above referred to,
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 part ies 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 Fifty and no/100 - - - - - DOLLARS,
 which this mortgage also secures.

Part ies 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 17th day of September, 1923

J. K. Steel

SEAL

Nannie Steel

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - - - - a Notary Public in and for said County and State, on this 17th
 day of September, 1923, personally appeared J. K. Steel and Nannie Steel,
husband and wife,

and
 to me known to be the identical person s 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 June 6, 1927. (SEAL) R. L. Kifer, Notary Public

I hereby certify that this instrument was filed for record in my office on 28 day of Sept., A. D. 1923

at 4:20 o'clock P. M.

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