

265129 C. J.

SECOND REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

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14 aug. 4
g.m.

That Second Presbyterian Church, by its Board of Trustees, of Tulsa County, Oklahoma, party of the first part, has mortgaged and hereby mortgage to James H. Cook & Treva B. Cook of Tulsa, Oklahoma parties of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

West 115 feet of Lots 46 and 47, Block Three (3) of Eastland
Addition to the City of Tulsa

with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Twelve Hundred Fifty (\$1250.00) DOLLARS, with interest thereon at the rate of seven (7) per cent. per annum, payable annually from date according to the terms of a certain promissory note described as follows, to-wit

Note dated July 24th, 1924, in sum of \$1250.00, payable to James H. Cook and Treva B. Cook, his wife, three years after date, with interest at 7%, payable annually from date.

This mortgage is given subject, and is inferior, to a certain mortgage for \$3000.00 and interest, given by said party to Home Building & Loan Association, Tulsa, Oklahoma, and dated July 22, 1924.

PROVIDED ALWAYS that this instrument is made, executed and delivered upon the following conditions to -wit: that said first party hereby covenants and agrees to pay all taxes and assessments of said land when the same 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 or interest of this or the first mortgage above referred to or the taxes, insurance premiums, or in case of the breach of any covenant herein, or in the first mortgage above referred to, contained, the whole of said principal sum with interest shall be due and payable, and this mortgage may be foreclosed and said second parties shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said party of the first part hereby agrees, that in the event action is brought to foreclose this mortgage, it will pay a reasonable attorney's fee of One Hundred Twenty-five (\$125.00) Dollars which this mortgage also secures.

Party of the first part, for said consideration, does hereby expressly waive appraisal of said real estate and all benefits of the homestead, exemption and stay laws of Oklahoma.

Dated this 24th day of July, 1924

Attest: O. C. Cash

Secretary

(COR. SEAL)

BOARD OF TRUSTEES OF
Second Presbyterian Church,

By H. H. Wieduwilt,

Chairman.

STATE OF OKLAHOMA,)
County of Tulsa) ss.

Before me, J. W. Whitney, a Notary Public, in and for said County and State, on this 24th day of July 1924, personally appeared H. W. Wieduwilt and O. C. Cash, Chairman and Secretary, respectively, of the Board of Trustees, of Second Presbyterian Church to me personally 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