

SECOND MORTGAGE ON REAL ESTATE.

KNOW ALL MEN BY THESE PRESENTS:

That Albert Bartee and Minnie Bartee, husband and wife, of Tulsa County, State of Oklahoma, party of the first part, to secure the payment of One Hundred and Seven Dollars, and the interest thereon, and other sums hereinafter mentioned, as the same fall due, hereby mortgage to the Crewson Loan and Investment Company, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lots Four (4) and Five (5) Block Eight (8) in the Owen Addition to the City of Tulsa, Okla., as is shown by the amended plat thereof.

of the Indian Meridian, and warrant the title to same; this mortgage being subject, however, to a prior mortgage, for a principal sum of four Hundred Dollars.

The said sum secured hereby is evidenced by a certain promissory note of even date herewith executed by the said party of the first part, and payable to the order of the party of the second part in installments. Now, if the party of the first part shall fail to pay any installment of the note secured hereby when the same shall become due, or shall fail in any of the terms and conditions of said prior bond or mortgage or said installment note, the whole sum secured hereby shall forthwith become due and payable, at the option of the holder hereof who may immediately proceed to foreclose this mortgage, and in case of such foreclosure, and as often as any such proceedings shall be had, the party of the first part agrees to pay an attorney's fee of \$50.00 for the service of plaintiff's attorney, which shall be due upon the filing of the petition in any such action, and the same shall be a lien upon said premises, secured hereby, and shall be included in the judgment of foreclosure, or taxed as costs therein at the option of the holder hereof; and upon sale under any such foreclosure, the party of the first part hereby expressly waives appraisal of said premises and agrees that the same may be sold with or without appraisal at the option of the party of the second part; and the party of the first part expressly agrees to pay any and all sums necessary to protect the title of said premises, or to keep the same from other liens of whatever nature, including attorneys fees in all actions attacking such title, or the validity of this mortgage; and if said prior mortgage be assigned in Trust, or otherwise, to other than the second party, then any part of principal or interest secured hereby, and taken up, held or owned by said second party, and by any other sum paid, as authorized, shall be a further lien upon said land, and be secured hereby, and may be included in any judgment or decree entered hereon; and all sums secured hereby, including the installments of said note, shall draw interest at the rate of ten per centum per annum from date until paid, as provided in said installment note.

And it is hereby agreed that the consideration of the note secured hereby is for money loaned.

Signed and delivered this Third day of April, 1909.

in presence of:

Albert Bartee

J. B. Bartee

Mrs. Minnie Bartee *

Virginia Perkins.

STATE OF OKLAHOMA, TULSA COUNTY, SS.

Before me, D. B. Crewson, a Notary Public, in and for said County and State on this ninth day of April, 1909, personally appeared Albert Bartee and Minnie Bartee, husband and wife,

to me known to be the identical persons who executed the within ad 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 hand and official seal the day and year above set forth.

D. B. Crewson, Notary Public.

(SEAL) My commission expires Sep. 27/ 1910.

Filed for record at Tulsa, Okla. Apr. 9, 1909. at 4 o'clock P. M.

H. C. Walkley, Register of Deeds (SEAL)

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.
D. B. Crewson, Notary Public
Signed and acknowledged before me April 10, 1911
H. C. Walkley, Register of Deeds