

COMPARED

49304

MORTGAGE RECORD, No. 71

327

SAM BODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 20092

SECOND MORTGAGE, ON REAL ESTATE.

Know All Men by These Presents:

THAT

John S. Krister, Ella M. Krister and John A. Whalen
of *Tulsa* County, State of Oklahoma, party of the first part, to secure the payment of

Two hundred forty eight and 10/100 DOLLARS,
and the interest thereon, and other sums hereinafter mentioned, as the same fall due, hereby mortgage to

Joe Dunscomb

party of the second part, the following-described real estate and premises situated in *Tulsa* County, State of Oklahoma, to-wit:

All of Block one (1) in Hackathorne addition to Tulsa, Oklahoma, according to the recorded plat thereof, except the following plot in said block, to-wit: Beginning at the Southeast corner of said block at its intersection M. & T. R.R. right of way, thence North 100 feet thence west 60 feet, thence South to M. & T. R.R. right of way thence in a southeasterly direction along the intersection line between said Block one (1) and said M. & T. R.R. right of way to the place of beginning

of the Indian Meridian, and warrant the title to the same; this mortgage being subject, however, to a prior mortgage *two* between the same parties for a principal sum of *\$10000* dated *9/21/11* and *\$5000* dated *10/14/11* 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 *Six months* ~~months~~. 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 proceeding may be had, the party of the first part agrees to pay an attorney 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 land, 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 appraisalment of said premises and agrees that the same may be sold with or without appraisalment 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 another than the second party, then any part of principal or interest secured thereby, 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 *10%* 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

Signed and delivered this *15* day of *March* 19*13*

IN PRESENCE OF:

John S. Krister
Ella M. Krister
John A. Whalen

STATE OF OKLAHOMA, *Tulsa* COUNTY, ss.

Before me, *O. D. Coggeshall* a Notary Public, in and for said County and State

on this *15* day of *March* 19*13*, personally appeared

John S. Krister and Ella M. Krister and John A. Whalen 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 hand and official seal the day and year above set forth. (Seal)

My commission expires *May 6 - 1915* 19 *O. D. Coggeshall* Notary Public.

STATE OF OKLAHOMA, COUNTY, ss.

Before me, a Notary Public, in and for said County and State

on this day of 19 personally appeared

and

to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that executed the same as 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.

My commission expires 19 Notary Public.

This instrument was filed for record on the *15* day of *Mar* 19*13*, at *3:20* o'clock *P*. M. Fee, \$.

By *Lewis Oliver* Deputy Register of Deeds.

(Seal)