

## MORTGAGE RECORD, No. 71

SAMP DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 20892

## SECOND MORTGAGE ON REAL ESTATE.

Know All Men by These Presents:

THAT

John S. Koster and Ella M. Koster, his wife

of Tulsa County, State of Oklahoma, party of the first part, to secure the payment of

Two hundred one and 90/100

DOLLARS,

and the interest thereon, and other sums hereinafter mentioned, as the same fall due, hereby mortgage to

Joe Dusaneck

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

A certain plot of ground located in the Southeast corner of Block one (1) in Hackathorne addition to Tulsa Oklahoma according to the recorded plat thereof and more particularly described as follows: To wit: Beginning at the South East corner of said Block one (1) at its intersection with the M. & I. & O. R.R. right-of-way, thence north 100 feet thence west 60 feet thence South to the intersection of said property line of said Block one (1) with said M. & I. & O. R.R. right-of-way thence in a South-easterly direction along said boundary line of said Block one (1) to place of beginning, the same having a frontage of 100 feet on Rockford Street in said addition and a width of 60 feet at its north end of the Indian Meridian, and warrant the title to the same; this mortgage being subject, however, to a prior mortgage between the same parties for a principal sum of

Two hundred and 90/100 Dated 8/15/11 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 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 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 thereon 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 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

Two hundred one and 90/100 Dollars

Signed and delivered this 15<sup>th</sup> day of March 1913

IN PRESENCE OF:

John S. Koster

Ella M. Koster

STATE OF OKLAHOMA, Tulsa COUNTY, ss.

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

on this 15<sup>th</sup> day of March 1913, personally appeared

John S. Koster and Ella M. Koster

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.

My commission expires May 6 - 1915 (Seal)

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 1913, personally appeared

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.

My commission expires 1913

Notary Public.

This instrument was filed for record on the 15<sup>th</sup> day of Mar. 1913, at 3<sup>20</sup> o'clock P. M. Fee, \$.

By Deputy.

Lennis Chitt

Register of Deeds.

(Seal)

# Joe Dusaneck and