

82211

MORTGAGE RECORD, No. 71

335

SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 20092

SECOND MORTGAGE ON REAL ESTATE.

Know All Men by These Presents:

THAT

J. W. Mitchner, a single man.

of Tulsa County, State of Oklahoma, party of the first part, to secure the payment of Four
Hundred (\$400.00) and no/100 DOLLARS
 and the interest thereon, and other sums hereinafter mentioned, as the same fall due, hereby mortgage to Joe Dumanek

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

Lot One (1) in block one (1) in Holmes Addition to the
City of Tulsa, Oklahoma, according to the recorded plat
thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received
\$400.00 and issued Receipt No. 5127
 therefor in payment of mortgage tax on the
 within mortgage.
 Dated this 17 day of July 1916.

County Treasurer.

Dated 2-12-16 the first party and Emil P. Albert,

of the Indian Meridian, and warrant the title to the same; this mortgage being subject, however, to a prior mortgage of the same date between the same parties for a principal
 sum of \$200.00 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
On or before six months after date.

of the party of the second part. 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 attack-
 ing 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 _____ 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 Note of even date herewith for
\$400.00 payable on or before six months after date, with
interest at 8% from date.

Signed and delivered this 14th day of February 1916.

IN PRESENCE OF:

J. W. Mitchner

STATE OF OKLAHOMA,

COUNTY, ss.

Before me, Arthur Farmer a Notary Public, in and for said County and State
 on this 14th day of February 1916, personally appeared J. W. Mitchner, a
single man and

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the
 same as his 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 April 23 1917 1916 Arthur Farmer
 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 person 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.

The instrument was filed for record on the 10th day of July 1916, at 11 o'clock PM. Fee, \$2.00

O. H. Weaver Deputy Lewis Glene Register of Deeds.
 (Seal)