

MORTGAGE.

No. 2546.

ED. D. BARNARD & CO. BLANK BOOK MFRS. PRINTERS, LITHOGRAPHERS, ST. LOUIS.

This Mortgage,

Made on this the 15th day of December 1906, by and between

P. D. M.
P. L.
C. L.
C. D.
C. I.

Christ Lansen and Rosa Lansen his wife of Perry, Oklahoma Indian Territory, parties of the first part and W. B. Hummaway of Tulsa, Oklahoma Indian Territory, parties of the second part, WITNESSETH: That for the consideration of the sum of Twelve Hundred + no/100 (1200) Dollars cash in hand paid by the said party of the second part to the said parties of the first part, the receipt of which is hereby acknowledged, the said parties of the first part have Granted, Bargained and Sold and do hereby Grant, Bargain, Sell and Convey unto the said party of the second part, his heirs and assigns, the following tract of real estate situated in Tulsa Indian Territory, to-wit:

all of Lot Four (4) and the Southern half of Lot Five (5) said Southern half of Lot 5 being more particularly described and bounded as follows to-wit: Beginning at the Southwesterly corner of said Lot 5 thence North Westerly along the line of Boulder Avenue 25 feet thence at right angles North easterly parallel with the Southern boundary line of said Lot 5 140 feet to the alley in said Block 29; thence South easterly 25 feet to the South East corner of said Lot 5; thence South Westerly to the place of beginning. All in Block Twenty nine (29) of Tulsa

According to the official plat and survey thereof approved by the Secretary of the Interior of the United States. TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs and assigns forever, with all the privileges and appurtenances thereto belonging.

And the said parties of the first part for themselves and their heirs, executors, administrators and assigns covenant with the said party of the second part that at the delivery hereof they are lawfully seized and possessed of an absolute and indefeasible estate of inheritance in fee simple in and to said Real Estate; that the same is free and clear of all incumbrances whatsoever.

and that they have a good right to sell and convey the same to the said party of the second part and that they will and their heirs, executors and administrators shall forever warrant and defend the title to said Real Estate unto the said party of the second part, his heirs and assigns against all lawful claims and demands whatsoever.

And the said Rosa Lansen wife of the said Christ Lansen for said consideration does hereby release, relinquish and quit-claim, transfer and convey unto the said party of the second part his heirs and assigns all her right, claim or possibility of Dower and Homestead in or to said Real Estate forever.

THE FOREGOING CONVEYANCE IS ON CONDITION: That, Whereas the said parties of the first part justly indebted to the said party of the second part in the sum of Twelve Hundred + no/100 Dollars for borrowed money evidenced by six (6) certain promissory notes of even date herewith, drawing interest at the rate of six (6) per cent. per annum until paid; payable

Semi-annually on the first day of June and December

Now, if the said parties of the first part shall pay or cause to be paid said note and the interest thereon according to the tenor and effect thereof, and do and perform all and every other covenant and agreement herein, then this instrument shall be null and void, otherwise to remain in full force and effect.

AND IT IS FURTHER AGREED by the said first parties hereto that during the continuance in force of this instrument, the said first parties agree to pay all taxes, charges or assessments, general or special, that may be levied upon said real estate by the authority of the town, village or city in which said real estate is situate, or any part thereof when the same shall become by law due and payable, including all taxes, and assessments of every kind and character levied upon the interest therein of the mortgagee or legal representatives and assigns; to pay all taxes levied upon said mortgage and the said mortgagee shall not be entitled to any offset against the sum hereby secured for taxes so paid (and that the said mortgagee will exhibit once a year, on demand, receipts of the proper persons to said party of the second part, its successors or assigns, showing payment thereof, until the indebtedness hereby secured shall be fully paid). The said first parties further agree to constantly keep the said premises free from mechanical liens and all other liens, and to preserve and maintain the security hereunder against any adverse, superior or intervening claim or interest.

The said first parties agree to keep all buildings, fences, sidewalks and other improvements on said real estate in as good repair and condition as the same are in at this date, and that they will permit no waste, and especially no cutting of shrubbery, fruit or shade trees; and the commission of waste shall, at the option of the mortgagee, render this mortgage due and payable. Said first parties further agree that they will at no time permit any part of the premises to be used in the conduct of any illegal or disreputable business, or such as will tend to injure or cause undue deterioration or unfitness of said premises for general business or residence purposes; that they will permit no unnecessary accumulation of combustible material upon said premises; that they will constantly keep in proper order all pipes, connections, fixtures and attachments of every kind relating to the plumbing for and use of Natural or manufactured gas, or both, water supply and sewerage, drains, steam pipes and boilers, so as to prevent damage or undue risk to the property thereby, and that they will keep all electric light wires and connections in safe condition and properly insulated; the part of the second part reserving for himself and his representatives the right to enter upon and inspect the premises at any reasonable hours and as often as he or they may desire.

And the said first parties agree to at once insure the buildings upon said premises against loss by fire and lightning in the amount of Fifteen Hundred Dollars, and in an equal amount against tornadoes, in insurance companies approved by said second party, for not less than a three year term and to at once deliver the insurance policies, properly assigned or pledged to said second party, as collateral and additional security for the payment of said promissory note and the interest to accrue thereon, as well as for the payment of all such sums of money as may have been advanced and paid, as herein provided, by said party of the second part; and that in the event of the failure, neglect or refusal of said first parties to so insure the buildings, or to reinsure the same, and deliver the policies properly assigned or pledged to the said W. B. Hummaway, before noon of the day on which any of such policies shall expire, then said second

parties hereby authorized and empowered by these presents, to insure said buildings for said amount; and the said W. B. Hummaway and the said first parties agree that in the event of loss under such policy or policies, the said second party shall have, and the said first parties hereby specifically given, full power to demand, receive, collect and settle the same, and for that purpose may, in the name, place and stead of the said first parties, and as agent and attorney in fact, sign and endorse all vouchers, receipts and drafts that shall be necessary to procure the money thereunder, and to apply the amount so collected toward the payment of the indebtedness hereby secured, and to assign any and all policies of insurance to subsequent owners; and if any of said agreements be not performed as aforesaid, then said party of the second part or his assigns, may effect such insurance as hereinbefore agreed, paying the cost thereof; and may also pay the final judgment for statutory lien claims, including all costs; and for the repayment of all money so paid, with interest thereon from the time of payment at the rate of six per cent. per annum, payable semi-annually, these presents shall be as security, in like manner and with like effect as for the payment of said note and interest coupons. It is hereby further stipulated and agreed that every insurance policy issued on the premises covered by this mortgage during the existence of said mortgage, shall be assigned as collateral security to the party of the second part, or assigns, as above provided, and whether the same have been actually assigned or not, the same shall, in case of loss, be payable to said second party, or assigns to the extent of their interest as mortgagee in said premises.

And it is further stipulated, that in case the said parties of the first part shall make default in payment of the taxes or assessments against said real estate, as, and at the times required by law, or of keeping said buildings insured, as aforesaid, then the said second party, or his legal representative may pay such taxes and assessments and effect such insurance, and the amount so expended therefor, with interest at the rate of six per cent. from date of such expenditure until paid, shall be considered a sum the repayment of which is intended to be hereby secured.

And it is further agreed that should a petition be filed to foreclose this mortgage, gain possession of said real estate or to protect the right of the mortgagee herein or the title or possession of said real estate that said mortgagee will pay a reasonable attorney's fee and the payment thereof shall also be secured by this mortgage.

And if default be made in the payment of said note at maturity, or any interest payment when due, or of the taxes or assessments aforesaid, or to procure and maintain such insurance, or any part of either, or if waste be committed on, or improvements are removed from the land, then in any or either event, upon the breach of these conditions, or any or either of them, the whole of the sums intended to be hereby secured shall, at the option of the grantee herein, or the legal holder hereof, become immediately due and payable without notice, and the grantee or legal holder hereof, or his assigns, agent or attorney, shall have the power to sell said property, or any part thereof, at public sale to the highest bidder for cash at the front door of the Post Office in Tulsa, in the Indian Territory as same may be located at time of sale, public notice of the time and place, and terms of sale, having first been given 30 days notice by advertising in some newspaper published in, or of general circulation in said town or Territory, or by printed or written hand bills posted in public places in the vicinity of said land, at which sale the said grantee or assignee may bid and purchase as any third person might do, and the said parties of the first part hereby authorize the said grantee, or his assigns, to convey said property to any purchaser at said sale and the recitals of such deed of conveyance shall be taken as prima facie true, and the proceeds of said sale shall be applied first, to the payment of all costs and expenses attending said sale; second, to the payment of said debts and interest, and the remainder, if any, to the grantee or his assigns. All rights of appraisal, sale or redemption and homestead are hereby waived by the grantors herein.

Parties of the first part agree to pay for recording of this mortgage when same is paid.

IN TESTIMONY WHEREOF, The parties of the first part have hereunto subscribed their names and affixed their seals.

Witnesses: J. L. Breeding, Christ Lansen, Rosa Lansen

Territory of Oklahoma, ss. Personally appeared before me J. L. Breeding, a Notary Public within and for said District and Territory, Christ Lansen and Rosa Lansen

to me well known as the identical person whose name appears to and upon the within and foregoing instrument, as parties grantor and who stated and acknowledged to me that they had executed the same as their voluntary act and deed, for the consideration, uses and purposes therein mentioned and set forth.

And also, on the same day, voluntarily appeared before me the said Rosa Lansen wife of the said Christ Lansen to me well known, and in the absence of her said husband declared and acknowledged to me that she had, of her own free will and accord executed said mortgage and signed and sealed her relinquishment of dower and homestead or any possibility of dower and homestead therein, for the consideration, uses and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

Witness my hand and official seal on this the 20th day of December 1906. J. L. Breeding Notary Public. My commission expires Sept. 12th, 1909.

UNITED STATES OF AMERICA, INDIAN TERRITORY, ss. Personally appeared before me, a Notary Public within and for said District and Territory, and to me well known as the identical person whose name appears to and upon the within and foregoing instrument as part grantor and who stated and acknowledged to me that they had executed the same as their voluntary act and deed, for the consideration, uses and purposes therein mentioned and set forth.

And also, on the same day, voluntarily appeared before me the said wife of the said to me well known, and in the absence of her said husband declared and acknowledged to me that she had, of her own free will and accord executed said mortgage and signed and sealed her relinquishment of dower and homestead or any possibility of dower and homestead therein, for the consideration, uses and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

Witness my hand and official seal on this the day of 1906. Notary Public. My commission expires

Filed for Record Feb 6 1907 at 9 o'clock A. M. Deputy Clerk and Ex-Officio Recorder.