

Real Estate Mortgage

THIS INDENTURE, Made this _____ day of _____ A. D. 19____ by and between

_____ of _____
party of the first part, and _____

party of the second part:

WITNESSETH, that the said party of the first part, for and in consideration of the sum of _____ dollars, to him in hand paid, by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and confirmed, and does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to _____ heirs and assigns, forever, all of the following described tract, piece or parcel of land situated in _____ to-wit: _____

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any-wise appertaining, and all rights of homestead exemption unto the said party of the second part, and to _____ heirs and assigns forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate in fee simple therein, free and clear of all incumbrances, and that he will warrant and defend the same forever, against the claims of all persons whomsoever.

And the said _____ wife of said _____ for and in consideration of said above sum of money does hereby release and quitclaim, transfer and relinquish unto said party of the second part, _____ heirs, executors, administrators and assigns, all her right, claim and possibility of dower and homestead in or to said real estate forever.

This mortgage is given as security for the performance of the covenants herein, and the payment to _____ the party of the second part, the principal sum of _____ dollars, due to said second party for an actual loan of the said amount, on the _____ day of _____ 19____, according to the terms and conditions of the _____ promissory notes, made and executed by _____

_____ party of the first part, bearing even date herewith, with interest thereon from date at the rate of _____ per cent per annum, payable _____ annually, but with interest after maturity, at the rate of _____ per cent per annum, which interest is evidenced by _____ coupon interest notes thereto attached.

SECOND:—Said party of the first part hereby covenants and agrees to pay all taxes and assessments of whatsoever character on said lands, and any tax or assessments that shall be made upon said loan or upon the legal holder of said note and mortgage, on account of said loan by the United States Government, the Indian Territory, or by State government succeeding that of said territory, if any there be, or by the County or town wherein said land is situated, when the same become due, and to keep the buildings upon the mortgaged premises insured in some reliable fire insurance company, approved by the party of the second part, for the sum of _____ dollars, and to assign the policies to said party of the second part, as their interests may appear and deliver said policies and renewals to said party of the second part, to be held by them until this mortgage is fully paid and said party of the first part assumes all responsibility of proof and care and expense of collecting such insurance if loss occurs.

THIRD: The said party of the first part agrees to keep all buildings, fences and other improvements on the said land in as good repair as they now are, and not to commit any waste on said premises.

FOURTH:—It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest notes herein described, and all renewal, principal or interest notes that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

FIFTH:—It is further expressly agreed by and between the parties hereto, that if any default be made in the payment of any part of either said principal or interest notes, when the same become due, or in case of default in the payment of any installment of taxes or assessments upon said premises, or upon said loan, or the premiums for said fire insurance when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum herein named, and the interest thereon, shall become immediately due and payable, at the option of said second party, and this mortgage may be immediately foreclosed. And it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or its assigns, as additional collateral security, and said party of the second part, or assigns shall be entitled to possession of said premises, by receiver or otherwise.

Now if said party of the first part shall well and truly pay to said party of the second part, _____ heirs or assigns, the sum of money hereinbefore recited, and all other amounts which may be paid out by said second party or assigns under the provisions of this mortgage, and all other indebtedness which may be due said second party or assigns, at the times herein stipulated, then this conveyance shall be null and void, otherwise to remain in full force and effect. And in case of any default in the payment of said indebtedness or failure of said first party to fulfill any of the stipulations and agreements herein contained, said party of the second part _____ heirs or assigns, agent or attorney, is hereby authorized and empowered to declare the whole indebtedness hereby secured at once due and payable and to take charge of said property on demand, without process of law, and sell or dispose of the same, or so much thereof as may be necessary, at public sale, without appraisalment (the appraisalment required by law being expressly waived) at _____

_____ for cash in hand, upon two weeks notice in some newspaper published in the _____, or by written or printed hand bills, posted in five conspicuous places in the _____, at which sale any of the parties hereto may purchase as other party, and to execute and deliver to any purchaser at such sale, a deed conveying all the right, title and interest of the first part in and to said property, and the recitals of such deed so made shall be taken as prima facie true, and out of the proceeds of said sale the said second party shall retain the sum due _____ as hereinbefore set forth and provided for, and the costs of this trust and of sale, and a reasonable attorney's fee, rendering the over-plus, if any, to the said first party, his personal representatives or assigns.

In testimony whereof said first party has hereunto subscribed his name the day and year first above written.

UNITED STATES OF AMERICA, _____ SS.

On this _____ day of _____ A. D. 19____, appeared in person before me, a notary public, in and for the _____ aforesaid _____ to me well known as the person who signed the above and foregoing instrument of conveyance, as one of the parties grantor, and stated and acknowledged that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

And I further certify that on the same day voluntarily appeared before me, in person _____ wife of the said _____ to me well known as such, and as the person whose name appears upon the within and foregoing instrument of writing as one of the parties grantor, and in the absence of her said husband, declared she had of her own free will executed the above and foregoing instrument of conveyance, and signed and sealed the relinquishment of dower and homestead in the said instrument of conveyance for the consideration and purposes therein mentioned and set forth, without compulsion or undue influence on the part of her said husband.

In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

[SEAL]

Filed for Record _____ 19____ at _____ o'clock _____ M.

Deputy U.S. Clerk and Ex-Officio Recorder.