

COMPARED

Form 3

DUNSMY Printing Company, Dallas, Texas—1827

## REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 11th day of February, A. D. 1909, by and between Perry McKay and  
Gusta McKay, husband and wife,  
 of the County of Tulsa, and State of Oklahoma, parties of the first part, and Murrell & Spicknall, a co-  
partnership composed of William D. Murrell & William R. Spicknall parties of the second part:  
 WITNESSETH, That the said parties of the first, for and in consideration of the sum of One thousand and no Dollars, to  
 them in hand paid, by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents  
 do grant, bargain, sell, convey and confirm unto the said parties of the second part and to their heirs and assigns, forever, all of the following described tract,  
 place, or parcel, of land, lying and situate in the County of Tulsa and State of Oklahoma, to-wit:  
The southeast quarter of the northeast quarter (SE 1/4 NW 1/4) of section  
ten (10), Township sixteen (16) and of range thirteen (13), east of the Indian  
Base and Meridian, containing forty (40) acres more or less, according to  
the United States survey thereof, also the southeast quarter of the south  
west quarter (SE 1/4 SW 1/4) and the south half of the north half of the south  
west quarter (S 1/2 NW 1/4 SW 1/4) of section thirty-two (32) of Township thirteen (13),  
north, and of range eleven (11), east of the Indian Base and Meridian and  
containing eighty (80) acres of land more or less according to the United  
States survey thereof.

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 parties of the second part, and to their heirs and assigns forever. And the said parties of the first part do hereby  
 covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good, indefeasible estate of inheritance there-  
 in, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said parties of the second part, their  
 heirs and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, and this instrument is made, executed and delivered upon the following conditions, to-wit:

First: Said first parties are justly indebted unto the said second parties in the principal sum of One thousand and no Dollars, being for a loan made by the said second parties to the said first parties, and pay-  
 able according to the tenor and effect of one certain negotiable promissory note executed and delivered by the said first parties bearing date February 11th 1909, and payable to the order of said second parties on the first day of February 1914, Commercial Natl.  
 with interest thereon from date until maturity at the rate of 6% per cent per annum, payable semi-annually, which interest is evidenced by ten coupon  
 interest notes of even date herewith, and executed by the said first parties, one, (the first) for thirty & no Dollars, due on the 1st day of  
August 1909, and nine notes of thirty two & no Dollars each due on the 1st day of February  
and August 1910, 1911, 1912, 1913 and February 1914  
 respectively. Each of said principal and interest notes bear interest after maturity at the rate of ten per cent per annum, and are made payable at the order of said second  
 parties Commercial Natl Bank, Kansas with exchange on New York.

SECOND: The said parties of the first part agree to keep all buildings, fences and other improvements on the said land in as good repair as they now are, and not  
 to commit or allow any waste on said premises.

THIRD: It is further expressly agreed by and between the parties hereunto 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 premium for fire  
 insurance as hereinafter provided, when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named  
 herein, and interest thereon, shall become immediately due and payable, and this mortgage may be foreclosed accordingly. 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 parties of the second part, or their assigns, as  
 additional collateral security, and said parties of the second part, or assigns, shall be entitled to possession of said premises, by receiver or otherwise.

FOURTH: Said parties of the first part hereby agree, in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee  
 of One hundred and no Dollars, which this mortgage also secures.

FIFTH: It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest 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.

SIXTH: Said parties of the first part hereby covenant and agree to pay all taxes and assessments of whatever character on said land, and any taxes or assessments that  
 shall be made upon said loan or upon the legal holder of said notes and mortgage on account of said loan, by the State of Oklahoma, 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 parties of the  
 second part for the sum of 0 Dollars, and to assign the policies to said parties of the second part, to be held by 0 until this mort-  
 gage is fully paid and said parties of the first part assume all responsibility of proof and care and expense of collecting such insurance if loss occurs.

SEVENTH: It is further agreed by and between the parties hereto that should drilling be commenced upon said premises at any time for oil or gas, or mining operations  
 be commenced upon said premises, whether by shuttling, stripping, or any other process for the purpose of removing from said land any coal, minerals, stone or other sub-  
 stances of any character whatsoever, such drilling or mining shall operate to make the debt which this mortgage secures payable upon demand, and second parties hereto shall  
 be entitled to demand and receive from the first parties full payment of said mortgage debt at any time they (said second part) may demand such pay-  
 ment; and in the event first parties shall to pay said debt immediately upon such demand being made, then the second parties shall be entitled to enforce the payment of  
 such debt by action to foreclose this mortgage the same as if first parties had defaulted in the performance of all the other provisions hereof resting upon them to do.

And the said parties of the first part, for the said consideration do hereby expressly waive appraisalment of said real estate, and all benefit of the homestead exemp-  
 tion and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

IN TESTIMONY WHEREOF, the said parties of the first part hereunto subscribe their names and affix their seal, on the day and year first above  
 mentioned.

Perry McKay (Seal)  
Gusta McKay (Seal)

State of Oklahoma,

County of Tulsa.

Before me, J. M. Sutton a notary public, in and for said County and State, on this 11th day of  
February, A. D. 1909, personally appeared Perry McKay  
 and Gusta McKay, his wife 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 last above written.

J. M. Sutton Notary Public.  
 My commission expires March 16th 1911

Filed for Record the 13 day of Feb., A. D. 1909, at 11 o'clock A.M., and Recorded the 13 day of Feb., A. D. 1909

By

Deputy.

APR 2nd 1909 Register of Deeds.