REAL ESTATE MORTGAGE.
THIS INDENTURE, Made this first day of april , A. D. 1929, by and between for B. Wills and Millell Sunday of Mills and Willell and widow
of the County of, and State of Oklahoma, part less of the first part, and
WITNESSETH, That the said part elle of the first, for and in consideration of the sum of Section Section Section 1. Dollars, to
do grant, bargain, sell, convey and confirm unto the said partition of the second purt and to the following described tract
piece, or parcel, of land, lying and situate in the County of Tulan additional gelland State of Oklahoma, to-wit:
Spein undivided two seventhal (1/2) interest in and to the part half of the southeast quarter (6/1) of section fifther (5) fifte northwest quarter of the southeast quarter (8) My day (4)
of section fourteen (19) all of township sixteen (6) month and of range to effect 12) gast
fille Softian Basel and meridian and being in Tuber bounty, State of Oblahoma
of township sixteen (16) notes and of range triglige (12) east of the Indian Base "
meredian and being in Ohmulgel Country, State of Oklahoma.
For value received; I acknowledge entisfaction and payment in full of the
within mortgage, and same to hereby signs to
Julian
Signed and acknowledged before me James Ja
Register of Deeds,
megacia di Deess.
TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, headitaments, and appurtenances thereunto belonging, or in any wise appertaining, and all
rights of homestead exemption unto the said part of the second part, and to the second part and assigns forever. And the said part of the first part dohereby
covenant and agree that at the delivery hereof. Chegare 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 will warrant and defend the same in the quiet and peaceable possession of said part the second part the secon
PROVIDED ALWAYS and this instrument is made executed and delivered upon the following conditions, to with
First: Said first part and justly indebted unto the said second part in the principal sum of 150.63
and pay- able according to the tenor and effect of dell certain negotiable promissory note executed and delivered by the said first partial, bearing date.
1919 and payable to the order of said second part on the demand description
with interest thereon from date until maturity at the rate of graft per cent per annum, payable annually, which interest is evidenced by coupen interest motes of even date herewith, and executed by the said first part one, (the first) for Dollars, due on the day of
Interest notes of even date herewith, and executed by the said first part, one, (the first) for
respectively. Each of said principal and interest notes bear interest after maturity at the rate ofper cent per annum, and are made payable at the order of said second
SECOND: The said part the first part agree
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 heroin contained, the whole of said principal sum named
listrated its relevant or provider, when the same become due, or here of the same become to the same to the same become to the same to the same become to the same to the s
additional collateral security and said part. Of the second part, of assigns, shall be entitled to possession of said premises by receiver or otherwise. FOURTH: Said part. Of the first part hereby agree., in the event action is brought to foreclose this mortgage. Will pay a reasonable attorney's fee
of Carl Lean deed. A content the 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. SINTH: Said part ### Out the first part hereby covenant and agreeto 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 fart. —of the
second part for the sun of
gage is they pay and said pay. In the first dart issuincy— An esponsibility of Modella dark and expenses the content and expenses the first dark man and pay and between the parties hereto that should drilling be commenced upon said premises, whether by shaft mining, stripping, or any other process for the purpose of removing from said land any coal, minerals, stone or other sub-
be commenced upon said premises, whether by shaft-inlining, stripping, or any other process for the purpose of removing from said land any coal, minerals, stone or other substances of any character whatsoever, such drilling or mining shall operate to make the debt which this mortgage secures payable upon demand, and second part hereto shall be entitled to demand and receive from the first part detail payment of said mortgage debt at any time (said second part may demand such payment).
ment; and in the event first part. 222 and to pay said debt immediately upon such demand being made, then the second part. 222 and be entired to entote the payment of
such debt by action to foreclose this mortgage the same as if first part defaulted in the performance of all the other provisions hereof resting upon do. And the said part default of the first part, for the said consideration do hereby expressly waive appraisement 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 part and of the first part hereunto subscribe them name and affix the seal, on the day and year first above
mentioned,
mentioned. (Seal.)
Joe Birelle Mande M. Wille (Seal.)
State of Oklahoma, ss. (Seal.)
State of Oklahoma, ss. County of Fulsa. Before me. William & Bell, a Notanglablic in and for said County and State, on this fusion day of
State of Oklahoma, ss. County of Fulsan State of Oklahoma, ss. County of Fulsan State of Oklahoma, ss. Before me William & Bell, a Notenth State of this first day of Appill A. D. 19 and personally appeared for B William Manual M. Wills) humbard and supposed.
State of Oklahoma, ss. County of Fulsay ss. Before me, Welland & Bell, a Noter Halle in and for said County and State, on this friend day of a few of the said state of the
State of Oklahoma, ss. County of Fuisar. Before me Millian & Gell, a Notary Solids, in and for said County and State, on this first day of and M. D. 190 g personally appeared for Brills Mandel Mills; hundred who executed the within and foregoing instrument, and acknowledged to me that they executed the same as there is and voluntary act and deed, for the uses and purposes therein set forth. WITNESS my hand and official seal the day and four last above written.
State of Oklahoma, ss. County of Fulsa. Before me William & Bell, a Notember of Manual Manu
State of Oklahoma, ss. County of Fulsa. Before me William & Bell, a Noter Bullio, in and for said County and State, on this function of apprill. A. D. 190 personally appeared for British Manual Manual personal who executed the within and foregoing instrument, and acknowledged to me that They excepted the same as the free and voluntary act and deed, for the uses and purposes therein set forth. WITNESS my hand and official seal the day and four last above written.
State of Oklahoma, ss. County of Trisa: Before me, Millian & Bell, a Motorphilie, in and for said County and State, on this fact day of and A. D. 192 personally appeared for the within and foregoing instrument, and acknowledged to me that they executed the same as the free and voluntary act and deed, for the uses and purposes therein set forth. WITNESS my hand and official seal the day and four last above written. Notary Public.
State of Oklahoma, ss. County of Fuisar. Before me Milian State, on this first day of A. D. 190 personally appeared for British mandel Milian personally appeared for the within and foregoing instrument, and acknowledged to me that They executed the same as they free and voluntary act and deed, for the uses and purposes therein set forth. WITNESS my hand and official seal the day and fear last above written. Notary Public.
State of Oklahoma, ss. County of Trisa: Before me, Millian & Bell, a Motorphilie, in and for said County and State, on this fact day of and A. D. 192 personally appeared for the within and foregoing instrument, and acknowledged to me that they executed the same as the free and voluntary act and deed, for the uses and purposes therein set forth. WITNESS my hand and official seal the day and four last above written. Notary Public.