

Smith  
(Hound tracks)

20-27-59  
10-27-59  
10-27-59

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 20th day of October, A. D. 1910, by and between Spice M Berry (unmarried)

of the County of Tulsa, and State of Oklahoma, party of the first part, and J M Sutton part of the second part:

WITNESSETH, That the said party of the first, for and in consideration of the sum of Five hundred and no/100ths Dollars, to him in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, he has granted, bargained and sold, and by these presents do sell grant, bargain, sell, convey and confirm unto the said party of the second part and to his heirs and assigns, forever, all of the following described tract, piece, or parcel —, of land, lying and situate in the County of Tulsa and State of Oklahoma, to-wit:

The Southeast quarter of the Southeast quarter (SE 1/4 SE 1/4) and the East half of the Southwest quarter of the Southeast quarter (E 1/2 SW 1/4 SE 1/4) all in Section thirty three (33), Township Nineteen (19) North and Range Twelve (12) East of the Indian Base and Meridian.

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 his heirs and assigns forever. And the said party of the first part do es hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good, indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his 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 party is justly indebted unto the said second party in the principal sum of Five Hundred and no/100ths Dollars, being for a loan made by the said second party to the said first party and payable according to the tenor and effect of one certain negotiable promissory note — executed and delivered by the said first party to the said second party on the First day of November 1910, bearing date October 20th 1910, and payable to the order of said second party on the First day of November 1915 at office of J M Sutton with interest thereon from date until maturity at the rate of six 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 party one, (the first) for fifty and 22/100ths Dollars, due on the 1st day of May 1911 and Nine notes for fifty and no/100ths Dollars each due on the 1st day of November 1911 and First day of May and November 1912 - 1913 - 1914 and 1915 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 party at Office of J M Sutton Tulsa Okla with exchange on New York.

SECOND: The said party 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 party of the second part, or his 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.

FOURTH: Said party of the first part hereby agree to, in the event action is brought to foreclose this mortgage, he will pay a reasonable attorney's fee of Fifty and no/100ths 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 party 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 party of the second part for the sum of — Dollars, and to assign the policies to said party of the second part to be held by — until this mortgage is fully paid and said party 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 shaft-mining, 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 party of hereto shall be entitled to demand and receive from the first party full payment of said mortgage debt at any time he (said second party of) may demand such payment; and in the event first party fail to pay said debt immediately upon such demand being made, then the second party of shall be entitled to enforce the payment of such debt by action to foreclose this mortgage the same as if first party had defaulted in the performance of all the other provisions hereof resting upon him to do. And the said party of the first part, for the said consideration do es hereby expressly waive appraisalment of said real estate, and all benefit of the homestead exemption 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 party of the first part hereunto subscribed his name and affixed his seal, on the day and year first above mentioned.

Spice M Berry (Seal.)

State of Oklahoma, ss.

County of Tulsa.

Before me, J P Byrd Jr a Notary Public, in and for said County and State, on this 20th day of October, A. D. 1910, personally appeared Spice M Berry (unmarried)

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 last above written.

J P Byrd Jr Notary Public.

My commission expires Nov 27 1913

Filed for Record the 20 day of Oct A. D. 1910 at 4:30 o'clock P.M., and Recorded the — day of — A. D. 19—

By — Deputy.

H B Wacker Register of Deeds. (Seal)

Tulsa Okla 10-27-59