

Form 9

ROBERTS Printing Company, Dallas, Texas - 1937

## REAL ESTATE MORTGAGE.

THIS INDENTURE Made this 24th day of March, A. D. 1911, by and between  
Mid T. Self and Eliza Self, husband and wife  
 of the County of Tulsa, and State of Oklahoma, part 1st of the first part, and  
F. M. Sutton part 2d of the second part:

WITNESSETH, That the said part 1st of the first, for and in consideration of the sum of Seven Hundred and 00/100 Dollars, to  
 them in hand paid, by the said part 2d of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents  
 do grant, bargain, sell, convey and confirm unto the said part 1st of the second part and to his 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 West half (1/2) of the southwest quarter (SW 1/4) and the northeast quarter (NE 1/4)  
of the Southeast quarter (SE 1/4) all of Section Thirtieth (30) of Township  
Seventeen (17) North and of 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 part 1st of the second part, and to his heirs and assigns forever. And the said part 1st of the first part do hereby  
 covenant and agree that at the delivery hereof they are the lawful owner s 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 part 1st 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 part 1st is justly indebted unto the said second part 2d in the principal sum of  
Seven Hundred and 00/100 Dollars, being for a loan made by the said second part 2d to the said first part 1st, and pay-  
 able according to the tenor and effect of one certain negotiable promissory note executed and delivered by the said first part 1st, bearing date  
March 24th 1911, and payable to the order of said second part 2d on the first day of April 1916 at First National Bank  
 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 part 1st, one, (the first) for Twenty One and 70/100 Dollars, due on the 1st day of  
October 1911 and nine note s for Twenty One and 70/100 Dollars each due on the 1st day of April and  
October 1912, 1913, 1914, 1915, and April 1st 1916.

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  
 part 2d at First National Bank with exchange on New York.

SECOND: The said part 1st 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 de-  
 fault in payment or breach of any covenant or condition herein the rents and profits of said premises are pledged to the part 2d of the second part, or his assigns, as  
 additional collateral security, and said part 1st of the second part, or assigns, shall be entitled to possession of said premises, by receiver or otherwise.

FOURTH: Said part 1st 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 Seventy and 00/100 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 part 1st 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 part 2d of the  
 second part for the sum of \_\_\_\_\_ Dollars, and to assign the policies to said part 2d of the second part, to be held by \_\_\_\_\_ until this mort-  
 gage is fully paid and said part \_\_\_\_\_ 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 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 part 2d hereto shall

be entitled to demand and receive from the first part 1st full payment of said mortgage debt at any time. he (said second part 2d) may demand such pay-  
 ment; and in the event first part 1st fail to pay said debt immediately upon such demand and being made, then the second part 2d shall be entitled to enforce the payment of  
 such debt by action to foreclose this mortgage the same as if first part 1st had defaulted in the performance of all the other provisions hereof resting upon them to do.

And the said part 1st 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 part 1st of the first part hereunto subscribe their name s and affix their seal, on the day and year first above  
 mentioned.

Mid T. Self (Seal.)  
Eliza Self (Seal.)

State of Oklahoma, ss.

County of Tulsa.

Before me, J. P. Bayard Jr. a Notary Public, in and for said County and State, on this 24th day of  
March, A. D. 1911, personally appeared Mid T. Self  
 and Eliza Self, husband and wife, to me known to be the identical person s 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.

My commission expires Nov. 27, 1913 Seal J. P. Bayard Jr. Notary Public.

Filed for Record the 25 day of Mar, A. D. 1911, at 4:05 o'clock P.M., and Recorded the 27 day of Mar, A. D. 1911.

By Seal H. C. Warkley Deputy. Register of Deeds.