

**COMPARED**

DORSEY Printing Company, Dallas, Texas-1937

THIS INDENTURE, Made this 28<sup>th</sup> day of August, A. D. 1911, by and between Charles R. Powell, single man of the County of Pulaski, and State of Oklahoma, part of the first part, and W. L. Powell, single man of the County of Pulaski, and State of Oklahoma, part of the second part:

The E. 1/4 of Section 35 in Township 11 North of Range 11 East of the C. M. & St. P. R. R. of Section 22 Township 3 North of Range 11 East of the C. M. & St. P. R. R. Section 11 Township 2 North of Range 11 East of the C. M. & St. P. R. R. located in Pottawatomie County, Oklahoma is and containing in all 480 acres, more or less. This mortgage is a second mortgage being subject and inferior to a mortgage of \$11,000.00 filed by Scott & Blackwell of Pottawatomie County, Oklahoma, 11, 12, 13, 14 in Block 22 in the Midland Addition to the town of Bixby, Oklahoma. Said a 3rd interest in Lots 9, 11, 12, 13 & 14 in Block 10 in the Midland Addition to the town of Bixby, Oklahoma, Pottawatomie County, Oklahoma is also mortgaged to Bank P. 5,000.00 & B. L. Pen.

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

THIRD: It is further expressly agreed by and between the parties herunto 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 less assigns, as additional collateral security and said part of of the second part, or assigns, shall be entitled to possession of said premises, by receiver or otherwise.

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 1.00 of the first part hereby covenants 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 4 of the second part for the sum of 200 Dollars, and to assign the policies to said part 4 of the second part, to be held by them until this mortgage is fully paid and said part 1.00 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 shut-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 part hereto shall

be entitled to demand and receive from the first party the full payment of said mortgage debt at any time the first party (said second party) 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 shall be entitled to enforce the payment of

such debt by action to foreclose this mortgage the same as if first part see had defaulted in the performance of all the other provisions hereof resting upon them to do. And the said part see of the first part, for the said consideration do th hereby expressly waive appraisement of said real estate, and all benefit of the homestead exemp-

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

IN TESTIMONY WHEREOF, the said part one of the first part herunto subscribed John name and affixed seal on the day and year first above mentioned.

\_\_\_\_\_  
 Charles P. Burnett (Seal)  
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 Guy P. Burnett (Seal)  
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 W. L. Burnett (Seal)

State of Oklahoma, )

County of Tulsa. 188.  
Before me, James H. Springer, Notary Public and for said County and State, on this 28th day of Nov, A. D. 1911, personally appeared Charles B. Powell, Attorney General and Walter A. Springer, 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,

My commission expires

Filed for Record the 23 day of Dec A.D. 1917 at 8 o'clock A.M., and Recorded the 27 day of Dec A.D. 1917

By

**Deputy.**

Register of Deeds