

# 37490

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 12th day of July, A. D. 1911, by and between S. A. Jones (indemnitor)

of the County of Tulsa, and State of Oklahoma, part y of the first part, and J. Trussard Nixon, Trustee part y of the second part:

WITNESSETH, That the said part y of the first, for and in consideration of the sum of One 07/100 Dollars, to him in hand paid, by the said part y of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said part y 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:

North one half of lot 5 Block 10 1st 1st in the original townsite of Tulsa and is more the City Tulsa Okla

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 y of the second part, and to his heirs and assigns forever. And the said part y of the first part do 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 part y 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 y is justly indebted unto the said second part y in the principal sum of Fifteen 00/100 Dollars, being for a loan made by the said second part y to the said first part y, and payable according to the tenor and effect of a certain negotiable promissory note executed and delivered by the said first part y, bearing date July 12th 1911, and payable to the order of said second part y on the 12th day of July 1914 at National Bank of Commerce Tulsa Okla with interest thereon from date until maturity at the rate of 10 per cent per annum, payable semi-annually, which interest is evidenced by six coupon interest notes of even date herewith, and executed by the said first part y, one, (the first) for Twenty Five 00/100 Dollars, due on the 12th day of January 1912 and five notes for Twenty Five 00/100 Dollars each due on the 12th day of July 1912, 12th day of Jan 1913, 12th day of July 1913, 12th day of Jan 1914 and 12th day of July 1914 respectively. Each of said principal and interest notes bear interest after maturity at the rate of 10 per cent per annum, and are made payable at the order of said second part y at National Bank of Commerce Tulsa Okla with exchange on New York.

SECOND: The said part y 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 hereto 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 part y of the second part, or his assigns, as additional collateral security and said part y of the second part, or assigns, shall be entitled to possession of said premises by receiver or otherwise.

FOURTH: Said part y of the first part hereby agree to, in the event action is brought to foreclose this mortgage, will pay a reasonable attorney's fee 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 y 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 land 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 y of the second part for the sum of \_\_\_\_\_ Dollars, and to assign the policies to said part y of the second part, to be held by him until this mortgage is fully paid and said part y 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 part y hereto shall be entitled to demand and receive from the first part y full payment of said mortgage debt at any time he (said second part y) may demand such payment; and in the event first part y fail to pay said debt immediately upon such demand being made, then the second part y shall be entitled to enforce the payment of such debt by action to foreclose this mortgage the same as if first part y had defaulted in the performance of all the other provisions hereof resting upon him to do. And the said part y of the first part, for the said consideration to 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 part y of the first part hereunto subscribe his name and affix his seal, on the day and year first above mentioned.

State of Oklahoma, ss.  
County of Tulsa.  
Before me, A. Notary Public, in and for said County and State, on this 13 day of July, A. D. 1911, personally appeared S. A. Jones and he 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.  
My commission expires Mar 21 1911  
F. T. Townsend  
Notary Public.

Filed for Record the 16 day of Jan, A. D. 1912 at 5 o'clock P. M., and Recorded the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_\_.  
By \_\_\_\_\_ Deputy.  
H. C. Trakley  
Register of Deeds.