

39954

FORM 3 BORSEY Printing Company, Dallas, Texas, 1937

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 4th day of April, A. D. 1912, by and betweenof the County of Tulsa, and State of Oklahoma, part 4 of the first part, and Charles W. Ferguson of Stearns County, New York part 4 of the second part:

WITNESSETH, That the said part 4 of the first, for and in consideration of the sum of Eleven Hundred Fifty and 00/100 Dollars, to her in hand paid, by the said part 4 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 4 of the second part and to his heirs and assigns, forever, all of the following described tract or piece or, or parcel or, of land, lying and situate in the County of Tulsa and State of Oklahoma, to-wit:

The South half of the south-west Quarter of Section numbered four (4), Township
Seventeen (17) North and Range thirteen (13) East of the Indian Meridian,
containing 80 acres Government Survey

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 4 of the second part, and to his heirs and assigns forever. And the said part 4 of the first part do hereby covenant and agree that at the delivery hereof 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 she will warrant and defend the same in the quiet and peaceable possession of said part 4 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 4 is justly indebted unto the said second part 4 in the principal sum of Eleven Hundred Fifty and 00/100 Dollars, being for a loan made by the said second part 4 to the said first part 4, and payable according to the tenor and effect of one certain negotiable promissory note executed and delivered by the said first part 4, bearing date April 4th, 1912, and payable to the order of said second part 4 on the first day of April 1917 at State Bank City, Okla. with interest thereon from date until maturity at the rate of 5 per cent per annum, payable annually, which interest is evidenced by five coupon interest notes of even date herewith, and executed by the said first part 4, one, (the first) for Fifty-six and 2/3 Dollars, due on the first day of April 1913 and four note for Fifty-six and 2/3 Dollars each due on the first day of April of each year after 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 4 at Farmers & Merchants Bank, Oklahoma City, Oklahoma, with exchange on New York.

SECOND: The said part 4 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 part 4 of the second part, or his assigns, as additional collateral security and said part 4 of the second part, or assigns, shall be entitled to possession of said premises, by receiver or otherwise.

FOURTH: Said part 4 of the first part hereby agree to, in the event action is brought to foreclose this mortgage, she will pay a reasonable attorney's fee of One Hundred 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 4 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 4 of the second part for the sum of Nil Dollars, and to assign the policies to said part 4 of the second part, to be held by her until this mortgage is fully paid and said part 4 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, striping, 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 4 hereto shall be entitled to demand and receive from the first part 4 full payment of said mortgage debt at any time. she (said second part 4) may demand such payment; and in the event first part 4 fail to pay said debt immediately upon such demand being made, then the second part 4 shall be entitled to enforce the payment of such debt by action to foreclose this mortgage the same as if first part 4 had defaulted in the performance of all the other provisions hereof resting upon her to do.

And the said part 4 of the first part, for the said consideration do 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 4 of the first part hereunto subscribe her name and affix her seal, on the day and year first above mentioned,

Pearl Owen

(Seal.)

(Seal.)

State of Oklahoma, ss.

County of Tulsa.

Before me, Henry Horvack, in and for said County and State, on this 4th day of April, A. D. 1912, personally appeared Pearl Owen, a single woman

and she, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her 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 July 28th, 1914

Notary Public.

Filed for Record the 4 day of Apr. A. D. 1912, at 8 o'clock A. M., and Recorded the 4 day of Apr. A. D. 1912

By

Deputy.

(Seal)

H. C. Hickley

Register of Deeds.