

47033

DORSEY Printing Company, Dallas, Texas—4547

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 30th day of December, A. D. 1912 by and between Irene Fleming and
W. A. Fleming her husband
of the County of Tulsa and State of Oklahoma, parties of the first part, and

Frank W. Dutil Jr. part of the second part:
WITNESSETH, That the said parties of the first, for and in consideration of the sum of One Thousand (\$1000.00) Dollars, to
them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents
do 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 or
piece or parcel, of land, lying and situate in the County of Tulsa and State of Oklahoma, to-wit:

The Northerly Fifty (50) feet of the Southerly Seventy Two (72) feet
of Lot number Two (2) in Block number One Hundred Twenty
(130) of the city of Tulsa.

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 parties of the first part do hereby
covenant and agree that at the delivery hereof they lawful owners 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 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 part ies justly indebted unto the said second party in the principal sum of One Thousand
\$1000.00 Dollars, being for a loan made by the said second party to the said first part ies, and pay-
able according to the tenor and effect of one certain negotiable promissory note executed and delivered by the said first part ies bearing date
December 30th 1912 and payable to the order of said second party on the 30th day of December 1915 at The Rockwell
with interest thereon from date until maturity at the rate of 8 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 parties, one, (the first) for Forty (\$40.00) Dollars, due on the 30th day of
June 1913 and twice note 5 for Forty (\$40.00) Dollars each due on the 30th day of December
and June until paid
respectively. Each of said principal and interest notes bear interest after maturity at the rate of _____ per cent per annum, and are made payable at the order of said second
part at _____ with exchange on New York.

SECOND: The said parties 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 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 de-
fault 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 parties of the second part, or assigns, shall be entitled to possession of said premises, by receiver or otherwise.

FOURTH: Said parties 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 \$10.00 and 10 per cent of amount remaining unpaid
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 parties 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 One Thousand Dollars, and to assign the policies to said party of the second part, to be held by him until this mort-
gage is fully paid and said parties 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 party hereto shall

be entitled to demand and receive from the first parties full payment of said mortgage debt at any time (said second party) may demand such pay-
ment; and in the event first parties fail to pay said debt immediately upon such demand and 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 parties had defaulted in the performance of all the other provisions hereof resting upon them to do.

And the said parties 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 parties of the first part hereunto subscribe their names and affix their seal, on the day and year first above
mentioned.

Irene Fleming (Seal)
W. A. Fleming (Seal)

State of Oklahoma, ss.

County of Tulsa.

Before me, Edward E. Barnett a Notary Public, in and for said County and State, on this 30th day of
December, A. D. 1912, personally appeared Irene Fleming
and W. A. Fleming her husband, to me known to be the identical person 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 March 27 1916 (Seal) Edward E. Barnett Notary Public.

Filed for Record the 30th day of Dec, A. D. 1912, at 3:30 o'clock P. M., and Recorded the _____ day of _____, A. D. 19____.

By _____ Deputy: H. C. Walkley Register of Deeds.

Savings Bank & Stock Exchange