

47601

REAL ESTATE MORTGAGE.

THIS INDENTURE made this 17th day of January, A. D. 1913, by and between Trustees of 176 E
Church in Bixby, Oklahoma
of the County of Tulsa, and State of Oklahoma, part 4 of the first part, and J. A. Butts Lbr. Co

part 4 of the second part:
WITNESSETH, That the said part 4 of the first, for and in consideration of the sum of Five Hundred Fifty Eight & 00/100 Dollars, to
one in hand paid, by the said part 4 of the second part, the receipt whereof is hereby acknowledged, has been 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 their 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:

Lots 20 & 21 in Block 34 of midland addition
to the Town of Bixby, Okla. to gether parsonage
with the parsonage on south end of above lots

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 their heirs and assigns forever. And the said part 4 of the first part do hereby
covenant and agree that at the delivery hereof the lawful owner of the premises above granted and seized of a good, indefeasible estate of inheritance there-
in, free and clear of all incumbrances, and that he will warrant and defend the same in the quiet and peaceable possession of said part 4 of the second part, their
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 justly indebted unto the said second part in the principal sum of Five Hundred Fifty Eight
Five Dollars, being for a loan made by the said second part to the said first part 4, and pay-
able according to the tenor and effect of one certain negotiable promissory note executed and delivered by the said first part 4, bearing date 17th
January 1913, and payable to the order of said second part on the 17th day of June at Libby,
with interest thereon from date until maturity at the rate of 10 per cent per annum, payable annually, which interest is evidenced by coupon
interest notes of even date herewith, and executed by the said first part 4, one, (the first) for Five Dollars, due on the 17th day of
June and note for Five Dollars each due on the 17th day of June

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 at 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 de-
fault 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, they will pay a reasonable attorney's fee
of Twenty Five 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 Eight Hundred Dollars, and to assign the policies to said part 4 of the second part, to be held by them until this mort-
gage 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, 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 4 hereto shall
be entitled to demand and receive from the first part a full payment of said mortgage debt at any time or (said second part 4) may demand such pay-
ment; and in the event first part fail to pay said debt immediately upon such demand being made, then the second part shall be entitled to enforce the payment of
such debt by action to foreclose this mortgage the same as if first part had defaulted in the performance of all the other provisions hereof resting upon it to do.

And the said part 4 of the first part, for the said consideration do hereby expressly waive appraisal 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 4 of the first part hereto subscribe his name and affix its seal, on the day and year first above
mentioned.

H W Worsham E C Worsham (Seal.)
R A Rankins L P McQuinn (Seal.)
G H McGoodwin

State of Oklahoma, ss.

County of Tulsa.

Before me, John G. Miller, in and for said County and State, on this 18th day of
January, A. D. 1913, personally appeared H W Worsham, R A Rankins, G H Mc
Goodwin, E C Worsham, and L P McQuinn, 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.

(Seal) John G. Miller
Notary Public.

My commission expires Nov 20 - 1914

Filed for Record the 20 day of Jan, A. D. 1913, at 8 o'clock A.M., and Recorded the 20 day of Jan, A. D. 1913.

By

Deputy.

(Seal)

Lewis Clive

Register of Deeds.