

#49704

CORRECTION

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REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 26th day of March, A. D. 1913, by and between Guy Bowman
a single man
 of the County of Muskogee, and State of Oklahoma, part 1 of the first part, and Wm. Sharpe of Muskogee
Oklahoma part 4 of the second part:

WITNESSETH, That the said part 4 of the first, for and in consideration of the sum of Twenty Five Hundred & no/100 Dollars, to
him 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,
 piece, or parcel, of land, lying and situate in the County of Tulsa and State of Oklahoma, to-wit:

The south-west quarter of section Twenty six (26)
Township Nineteen (19) North Range Fourteen (14) East
of the Indiana Base and meridian containing
One Hundred sixty acres more or less according
to the government survey thereof
(S W 1/4 sec 26--19--14)

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 he is 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, 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 part 4 is justly indebted unto the said second part 4 in the principal sum of Two Thousand
Five Hundred and no/100 Dollars, being for a loan made by the said second part 4 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 March
26-1913, and payable to the order of said second part 4 on the First day of April 1918 at Clay Center Kansas
 with interest thereon from date until maturity at the rate of six 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 One Hundred & 40/100 Dollars, due on the first day of
April 1914, and four other notes, for one Hundred & 40/100 Dollars each due on the first day of April of each
year thereafter until all are paid 1915, 1916, 1917, 1918
 respectively. Each of said principal and interest notes bear interest after maturity at the rate of ten per cent per annum, and are made payable at the order of said second
 part 4 at First National Bank of Clay Center Kansas 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, he will pay a reasonable attorney's fee
 of one Hundred and no/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 no Dollars, and to assign the policies to said part 4 of the second part, to be held by him 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 thereafter (said second part 4) may demand such pay-
 ment; 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 him 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 hereunto subscribe his name and affix his seal, on the day and year first above
 mentioned.

Guy Bowman (Seal.)
(Seal.)

State of Oklahoma,

County of Muskogee ss.

Before me, J. D. Simmons, in and for said County and State, on this 26th day of
March A. D. 1913, personally appeared Guy Bowman a single man

and me 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.

(Seal)

J. D. Simmons

Notary Public.

My commission expires March 4-1917

Filed for Record the 28 day of Mar A. D. 1913 at 9 45 o'clock A.M., and Recorded the 28 day of Mar A. D. 1913

By Lewis Collier Deputy.

(Seal)

Register of Deeds.