

#50071

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this First day of April, A. D. 1913, by and between Nellie W. Baysinger and E. C. Warrham Husband and wife
the County of Tulsa, and State of Oklahoma, parties of the first part, and
Silas W. Ferguson of New York part of the second part:
WITNESSETH, That the said parties of the first, for and in consideration of the sum of Fourteen Hundred Thirty Seven Dollars, to
them in hand paid, by the said part of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents
grant, bargain, sell, convey and confirm unto the said part of the second part and to his heirs and assigns, forever, all of the following described tract,
or parcel, of land, lying and situate in the County of Tulsa and State of Oklahoma, to-wit:

The south one half of the North-east Quarter
of Section numbered Twenty-four (24) Township
seventeen (17) North and Range Thirteen (13)
East of the 3rd

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 of the second part, and to his heirs and assigns forever. And the said part of the first part do hereby
covenant and agree that at the delivery hereof she 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 they will warrant and defend the same in the quiet and peaceable possession of said part 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 has justly indebted unto the said second part in the principal sum of Fourteen Hundred
Thirty Seven and 50/100 Dollars, being for a loan made by the said second part to the said first part, and pay-
able according to the tenor and effect of one certain negotiable promissory note executed and delivered by the said first part, bearing date April 1913
first 1913, and payable to the order of said second part on the first day of April 1918 at 5 1/2 per cent per annum,
with interest thereon from date until maturity at the rate of 5 per cent per annum, payable annually, which interest is evidenced by three coupon
interest notes of even date herewith, and executed by the said first part, one, (the first) for seventy one and 2/3 Dollars, due on the first
April 1914 and four notes for seventy one and 2/3 Dollars each due on the first day of April
1915, 1916, 1917 and 1918
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 Tulsa First National State Bank Bank Oklahoma with exchange on New York.

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

FOURTH: Said part of the first part hereby agree, in the event action is brought to foreclose this mortgage, will pay a reasonable attorney's fee
of one hundred and fifty 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 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 of the
second part for the sum of one Dollars, and to assign the policies to said part of the second part, to be held by him until this mort-
gage is fully paid and said part 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 of the
be entitled to demand and receive from the first part full payment of said mortgage debt at any time (said second part) 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 them to do.

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

Nellie Warrham Nell Baysinger (Seal.)
E. C. Warrham (Seal.)

State of Oklahoma, ss.

County of Tulsa.

Before me, Henry Hornecker a Notary Public, in and for said County and State, on this 5th day of
April, A. D. 1913, personally appeared Nellie Warrham Nell Baysinger
and E. C. Warrham Husband and wife, 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)

Henry Hornecker
Notary Public.

My commission expires July 28th 1914

Filed for Record the 10 day of Apr A.D. 1913, at 8 o'clock A.M., and Recorded the 10 day of Apr A.D. 1913.

By Lewis Celine Deputy. Register of Deeds.