

Form 3

DORSEY Printing Company, Dallas, Texas 4517

## REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 14th day of May, A. D. 1915, by and between  
E. A. Whedbee and Sarah E. Whedbee his wife  
 of the County of Tulsa and State of Oklahoma, parties of the first part, and  
B. M. Cole part 4 of the second part:

WITNESSETH, That the said part 4 of the first, for and in consideration of the sum of Nineteen Hundred (1900) Dollars, to  
them in hand paid, by the said part 4 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 part 4 of the second part and to his heirs and assigns, forever, all of the following described tract A,  
 piece P, or parcel P, of land, lying and situate in the County of Tulsa and State of Oklahoma, to-wit:

All of Lot One (1) and the north half of Lot Two (2)  
in Block Thirty-nine (39) in the city of Tulsa  
According to the recorded plat thereof

## TREASURER'S ENDORSEMENT

I hereby certify that I received  
\$ 1,114 and issued Receipt No. 2842  
 therefor in payment of mortgage tax on the  
 within mortgage.  
 Dated this 15 day of 5 1915  
John F. Kramer  
 County Treasurer.  
R. Lynch Spt

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 they are lawful owner s 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 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 les justly indebted unto the said second part 4 in the principal sum of  
Nineteen Hundred (1900) Dollars, being for a loan made by the said second part 4 to the said first parties, and pay-  
 able according to the tenor and effect of one certain negotiable promissory note executed and delivered by the said first parties, bearing date  
May 14-1915, and payable to the order of said second part 4 on the 14th day of May 1918 at Bank of Oklahoma  
 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 part les, one (the first) for \_\_\_\_\_ Dollars, due on the \_\_\_\_\_ day of \_\_\_\_\_  
and \_\_\_\_\_ notes for Twenty Six Dollars each due on the 14th day of May  
May and November in each year

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 American National Bank, Sapulpa, Oklahoma 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 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 party 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. 4  
 FOURTH: Said part les 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 One Hundred ninety (190) 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 les 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 Six Hundred (600) 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 les 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 parties full payment of said mortgage debt at any time he (said second part 4) may demand such pay-  
 ment; and in the event first part les 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 les had defaulted in the performance of all the other provisions hereof resting upon them to do.

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

E. A. Whedbee (Seal.)  
Sarah E. Whedbee (Seal.)

State of Oklahoma,

County of Tulsa.

Before me, E. A. Lilly, a Notary Public, in and for said County and State, on this 14th day of  
May, A. D. 1915, personally appeared E. A. Whedbee  
 and Sarah E. Whedbee his 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.

My commission expires March 28-1917

(Seal) E. A. Lilly  
 Notary Public.

Filed for Record the 15 day of May, A. D. 1915, at 12 o'clock M., and Recorded the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_\_

By W. E. Weaver Deputy.

(Seal) Lewis Elise County Clerk  
 Register of Deeds.

In case first parties shall pay to pay any tax, special or general when due, second party may pay the same and this mortgage shall secure such tax together with 10% interest thereon from the date so paid.