

COMPARED

No. 2096

P.D.M.
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C.I.

McKendree L. Cole and Wife,

to

Real Estate Mortgage.

J. I. Rennick,

This Indenture, made this 5th day of January, in the year of our Lord, One thousand Nine Hundred and seventy and between McKendree L. Cole and Ada C. Cole his wife of the County of Clinton and State of Illinois parties of the first part, and J. I. Rennick party of the second part: Witnesseth, that the said parties of the first part, for and in consideration of the sum of Four Hundred 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 said party of the second part, and to its successors and assigns forever, all of the following described tract, piece or parcel of land lying and situate in the County of — and — to wit: Lot Number (4) four, Containing a frontage on Lancing Avenue of seventy four and one third feet (74 1/3) and one hundred and forty feet deep (140) in Block No. (14) Fourteen in the Hodge Addition to Tulsa, Indian Territory, according to the Town Plat and survey thereof.

To Have and to Hold the same, with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to his successors and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof to the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, 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 successors and assigns forever against the lawful claims of all persons whomsoever. Provided always, and this instrument is made, executed and delivered for the following conditions, to wit: First: — said parties of the first part are justly indebted unto the said party of the second part in the principal sum of Four Hundred Dollars, in gold coin of the United States of the present standard of weight and fineness, being for a loan thereof made by the said party of the second part, to the said parties of the first part, and payable according to the tenor and effect of certain negotiable promissory notes numbered — executed and delivered by the said parties of the first part, bearing even date herewith and payable to the order of the said party of the second part on the fifth day of January, 1910, 3 years after date at the office of J. I. Rennick, Trenton, Ill. with interest thereon, from date until maturity, at the rate of six per cent per annum payable semi-annually on the 5th day of July and 5th day of January in each year, and 6 per cent per annum after maturity the installment of interest being further evidenced by

Second: — said parties of the first part hereby agree to pay all taxes and assessments levied on said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part, or the legal holder or holders of this mortgage, may without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of six per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums, or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed and shall be entitled to the immediate possession of the premises, and the rents, issues and profits thereof.

Third: — said parties of the first part hereby agree to keep all buildings, fences and other improvements on the said premises in as good repair and condition as the same are in at this date, and obtain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth: — said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected